# United States Treaties and Other International Agreements

DEPARTMENT OF STATE
UNITED STATES OF AMERICA

VOLUME 34

IN FOUR PARTS

Part 3

1981-1982

READEX FICHE best copy available

*Compiled, edited, indexed, and published*
*by authority of law (1 U.S.C. §112a)*
*under the direction*
*of the Secretary of State*

---

The Act approved September 23, 1950, Ch. 1001, §2, 64 Stat. 979, 1 U.S.C. §112a, provides in part as follows:

> ". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

U.S. GOVERNMENT PRINTING OFFICE

WASHINGTON : 1988

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

# LIST OF DOCUMENTS CONTAINED IN PART III OF THIS VOLUME

TIAS — Page

10490 *Multilateral.* Maritime matters (tonnage measurement of ships, 1969). Convention: Done June 23, 1969 .......... 2363

10491 *Mexico.* Health (scientific cooperation on alcohol-related problems). Agreement: Signed Mar. 11, 1982 .......... 2460

10492 *Panama.* Social security. Agreement: Signed Mar. 9, 1982 .......... 2467

10493 *Venezuela.* Aviation (transport services). Agreement: Effected Oct. 29 and Nov. 9, 1982 .......... 2476–1

10494 *Dominican Republic.* Agricultural commodities. Agreement: Signed June 13 and July 22, 1980 .......... 2477

10495 *Jamaica.* Agricultural commodities. Agreement: Signed Apr. 30, 1982 .......... 2483

10496 *Ghana.* Agricultural commodities. Agreement: Signed Aug. 19, 1982 .......... 2501

10497 *Philippines.* Agriculture (science and technology). Memorandum of Understanding: Signed Sept. 17, 1982 .......... 2506

10498 *Philippines.* Tourism. Agreement: Signed Sept. 17, 1982 .......... 2510

10499 *The Netherlands.* Atomic energy (technical information exchange and cooperation in regulatory and safety research matters). Arrangement: Signed Sept. 15, 1982 .......... 2517

10500 *Sudan.* Defense assistance (articles and services). Agreement: Effected Aug. 24 and 30, 1981; Amending Agreement: Effected Aug. 30 and Sept. 25, 1982 .......... 2530

10501 *Jordan.* Defense assistance (articles and services). Agreement: Effected Aug. 18 and Sept. 20, 1982 .......... 2537

10502 *Turkey.* Defense assistance (articles and services). Agreement: Effected Aug. 13 and Sept. 24, 1982 .......... 2541

10503 *Portugal.* Defense assistance (articles and services). Agreement: Effected Aug. 16 and Sept. 29, 1982 .......... 2544

10504 *Philippines.* Defense assistance (articles and services). Agreement: Signed Aug. 16 and Sept. 30, 1982 .......... 2547

10505 *Honduras.* Economic assistance (economic recovery program). Agreement: Signed Sept. 24, 1982 .......... 2551

10506 *Egypt.* Economic assistance (Safaga grain silos complex). Agreement: Signed Sept. 25, 1982 .......... 2562

10507 *Egypt.* Economic assistance (production credit). Agreement: Signed Sept. 25, 1982 .......... 2579

| TIAS | | Page |
|---|---|---|
| 10508 | *France.* Agriculture (science and technology). Memorandum of Understanding: Signed Mar. 15, 1982 | 2598 |
| 10509 | *Lebanon.* Peacekeeping (multinational force). Agreement: Signed Sept. 25, 1982 | 2608 |
| 10510 | *Austria.* Atomic energy (loss of fluid test (LOFT) and power burst facility (PBF) programs). Agreement: Effected Aug. 21 and Sept. 10, 1981 | 2615 |
| 10511 | *Austria.* Atomic energy (loss of fluid test (LOFT) and power burst facility (PBF) programs). Agreement: Effected Mar. 2 and Sept. 9, 1982 | 2619 |
| 10512 | *Belize.* Parcel post. Agreement, with details of implementation: Signed Sept. 14 and 28, 1982 | 2623 |
| 10513 | *Brazil.* Atomic energy (technical information exchange and cooperation in regulatory and safety research matters). Arrangement: Signed Jan. 14, 1982 | 2673 |
| 10514 | *United Kingdom of Great Britain and Northern Ireland.* Atomic energy (nuclear safety research and development). Agreement: Signed Feb. 18 and June 11, 1982 | 2701 |
| 10515 | *Brazil.* Narcotic drugs (control of illicit traffic). Agreement: Signed Sept. 29, 1982 | 2705 |
| 10516 | *Sierra Leone.* Agricultural commodities. Agreement: Signed July 28, 1982 | 2721 |
| 10517 | *Mexico.* Agriculture (Mediterranean fruit fly). Agreement: Signed Sept. 29, 1982 | 2735 |
| 10518 | *Panama.* Cemetery (custodian's house). Agreement: Signed Sept. 29 and 30, 1982 | 2737 |
| 10519 | *Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreement: Signed Apr. 2, 1982 | 2743 |
| 10520 | *Guatemala.* Agriculture (Mediterranean fruit fly). Agreement: Signed Oct. 1, 1982 | 2749 |
| 10521 | *EURATOM.* Atomic energy (management of radioactive wastes). Agreement: Signed Oct. 6, 1982 | 2751 |
| 10522 | *Saudi Arabia.* Technical cooperation (solar energy). Agreement: Signed Oct. 8, 1982 | 2764 |
| 10523 | *Federal Republic of Germany.* Energy (conservation applications to building complexes). Implementing Agreement: Signed June 28, 1976 | 2767 |
| 10524 | *Federal Republic of Germany.* Energy (coal hydrogenation technology). Memorandum of Understanding: Signed Oct. 7, 1977 | 2783 |
| 10525 | *Multilateral.* Energy (research, development and demonstration on conservation in the pulp and paper industry). Implementing Agreement: Done Feb. 18, 1981 | 2787 |
| 10526 | *Argentina.* Postal (INTELPOST field trial). Memorandum of Understanding, with details of implementation: Signed Aug. 24, Sept. 16 and Oct. 12, 1982 | 2825 |
| 10527 | *Tunisia.* Agricultural commodities. Agreement: Signed Apr. 17, 1980 | 2861 |
| 10528 | *Liberia.* Finance (consolidation and rescheduling of certain debts). Agreement: Signed Oct. 19 and Nov. 1, 1982 | 2883 |
| 10529 | *Liberia.* Military missions. Agreement: Signed Dec. 12, 1980 and Jan. 15, 1981 | 2912 |
| 10530 | *Tanzania.* Agricultural commodities. Agreement: Signed June 8, 1982 | 2915 |

TIAS Page

10531 *Union of Soviet Socialist Republics*. Fisheries off the United States coasts. Agreement: Effected Apr. 22 and 29 and May 3, 1982 .......... 2942

10532 *Union of Soviet Socialist Republics*. Fisheries off the United States coasts. Agreement: Effected Apr. 22 and 29, 1982 .......... 2947

10533 *Polish People's Republic*. Fisheries off the United States coasts. Agreement: Effected May 20 and 24, 1982 .......... 2951

10534 *Mexico*. Telecommunications (frequency modulating broadcasting). Agreement: Signed June 18, 1982 .......... 2954

10535 *Mexico*. Telecommunications (assignment of television channels along United States-Mexican border). Agreement: Signed June 18, 1982 .......... 2973

10536 *Jamaica*. Defense (International Military Education and Training (IMET)). Agreement: Effected Nov. 13, 1980 and Feb. 17, 1981 .......... 2998

10537 *Japan*. Atomic energy (technical exchange in regulatory matters). Arrangement: Signed Sept. 12 and 29, 1980 .......... 3003

10538 *France*. Narcotic drugs (coordination of action against illicit traffic). Agreement: Signed Jan. 28, 1981 .......... 3020

10539 *Colombia*. Trade in textiles and textile products. Agreements: Signed Feb. 18, and Mar. 12, 1981; Sept. 23 and Dec. 11, 1981; June 10 and 16, 1982 .......... 3025

10540 *Republic of Korea*. Science and technology. Memorandum of Understanding: Signed May 24 and June 23, 1982 .......... 3035

10541 *Multilateral*. Long-range transboundary air pollution. Convention: Done Nov. 13, 1979 .......... 3043

10542 *New Zealand*. Defense (logistic support). Memorandum of Understanding: Signed May 13 and June 21, 1982 .......... 3084

10543 *Colombia*. Trade in textiles and textile products. Agreement: Signed July 1 and Aug. 11, 1982 .......... 3091

10544 *Panama*. Property transfer (Ancon district court). Agreement: Signed July 13, 1982 .......... 3141

10545 *United Kingdom of Great Britain and Northern Ireland*. Reciprocal fisheries. Agreement: Signed Mar. 27, 1979; Agreed minute: Initialed Apr. 28, 1980 .......... 3147

10546 *The Netherlands*. Aviation (flight inspection services). Agreement: Signed Feb. 19 and May 4, 1982 .......... 3153

10547 *Spain*. Aviation (technical assistance). Memorandum of Agreement: Signed June 30 and July 22, 1982 .......... 3157

10548 *Israel*. Postal (express mail service). Agreement, with detailed regulations: Signed Sept. 8 and Oct. 24, 1982 .......... 3169

10549 *United Kingdom of Great Britain and Northern Ireland*. Defense (Trident weapon system). Agreement: Signed Oct. 19, 1982 .......... 3197

10550 *Federal Republic of Germany*. Oceanography (deep sea drilling project). Agreements: Signed Apr. 9 and Aug. 22, 1979; Nov. 16, 1981 .......... 3203

10551 *United Kingdom of Great Britain and Northern Ireland*. Oceanography (deep sea drilling project). Agreements: Signed Apr. 9 and May 23, 1979; Dec. 31, 1981 and Jan. 14, 1982 .......... 3212

| TIAS | | Page |
|---|---|---|
| 10552 | *Saudi Arabia.* Shipping (jurisdiction over vessels in United States deepwater ports). Agreement: Effected Mar. 1, 1981 and Oct. 20, 1982 | 3218 |
| 10553 | *Multilateral.* Energy (research and development on conservation in buildings and community systems). Implementing Agreement: Done Mar. 16, 1977 | 3223 |
| 10554 | *Kenya.* Agricultural commodities. Agreement: Signed Oct. 29, 1982 | 3297 |
| 10555 | *Spain.* Postal (express mail service). Agreement, with Detailed Regulations: Signed Oct. 18, 1982 | 3303 |
| 10556 | *Israel and Egypt.* Peacekeeping (multinational force and observers—United States role). Agreement: Signed Aug. 3, 1981 | 3341 |
| 10557 | *Multinational Force and Observers.* Peacekeeping (multinational force and observers—United States participation). Agreement: Signed Mar. 26, 1982 | 3349 |
| 10558 | *Israel.* Peacekeeping (multinational force and observers—privileges and immunities). Agreement: Signed Sept. 28 and Oct. 1, 1982 | 3397 |
| 10559 | *Republic of Korea.* Defense (assistance and training). Agreement: Effected Feb. 14 and 25, 1977 | 3406–1 |
| 10560 | *Turkey.* Atomic Energy (peaceful uses of nuclear energy). Agreement: Effected Apr. 15 and June 9, 1981 | 3406–6 |
| 10561 | *Multilateral.* Marine pollution (intervention on the high seas in cases of pollution by substances other than oil). Protocol: Done Nov. 2, 1973 | 3407 |
| 10562 | *Multilateral.* Seabeds (polymetallic nodules). Agreement: Done Sept. 2, 1982 | 3451 |
| 10563 | *France.* Oceanography (deep sea drilling project). Agreements: Signed Apr. 9 and May 7, 1977; Oct. 27, 1981 and Feb. 19, 1982 | 3500 |
| 10564 | *Multilateral.* North Atlantic Treaty (accession of Spain). Protocol: Done Dec. 10, 1981 | 3508 |
| 10565 | *Canada.* Aviation (flight inspection services). Agreement: Signed Feb. 4 and 24, 1982 | 3515 |
| 10566 | *Spain.* Defense (satellite ground terminal). Memorandum of Understanding: Signed Nov. 3, 1982 | 3518 |

# MULTILATERAL

## Maritime Matters: Tonnage Measurement of Ships, 1969

*Convention done at London June 23, 1969;*
*Transmitted by the President of the United States of America to the Senate June 15, 1972 (S. Ex. N, 92nd Cong., 2d Sess.);*
*Reported favorably by the Senate Committee on Foreign Relations August 13, 1982 (S. Ex. Rept. No. 97-57, 97th Cong., 2d Sess.);*
*Advice and consent to ratification by the Senate, with an understanding, September 30, 1982;*
*Accepted by the President, subject to said understanding, October 25, 1982;*
*Acceptance of the United States of America deposited with the International Maritime Organization November 10, 1982;*
*Proclaimed by the President December 17, 1982;*
*Entered into force July 18, 1982; with respect to the United States of America February 10, 1983.*

---

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

CONSIDERING THAT:

The International Convention on Tonnage Measurements of Ships, 1969, with annexes, was signed on behalf of the United States of America at London on June 23, 1969, a certified copy of which is hereto annexed;

The Senate of the United States of America by its resolution of September 30, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to acceptance of the International Convention on Tonnage Measurements of Ships, 1969, with annexes, subject to the following understanding:

> That in the assessment of tolls for transit of the Panama Canal, the United States will continue to have the right to apply the present Panama Canal tonnage system or to adopt any other basis, in computing tonnages derived from volumes or other measures developed in connection with the said Convention.

The President of the United States of America signed the instrument of acceptance on October 25, 1982, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of acceptance of the Convention on November 10, 1982;

Pursuant to the provisions of Article 17, the Convention enters into force for the United States of America on February 10, 1983;

Now, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention, subject to the aforesaid understanding, to the end that it be observed and fulfilled with good faith on and after February 10, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this seventeenth day of December in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
*Secretary of State*

# INTERNATIONAL CONVENTION ON TONNAGE MEASUREMENT OF SHIPS, 1969

The Contracting Governments,

DESIRING to establish uniform principles and rules with respect to the determination of tonnage of ships engaged on international voyages;

CONSIDERING that this end may best be achieved by the conclusion of a Convention;

HAVE AGREED as follows:

## ARTICLE 1

## General Obligation under the Convention

The Contracting Governments undertake to give effect to the provisions of the present Convention and the Annexes hereto which shall constitute an integral part of the present Convention. Every reference to the present Convention constitutes at the same time a reference to the Annexes.

## ARTICLE 2

## Definitions

For the purpose of the present Convention, unless expressly provided otherwise:

(1) "Regulations" means the Regulations annexed to the present Convention;

(2) "Administration" means the Government of the State whose flag the ship is flying;

(3) "international voyage" means a sea voyage from a country to which the present Convention applies to a port outside such country, or conversely. For this purpose, every territory for the international relations of which a Contracting Government is responsible or for which the

United Nations are the administering authority is regarded as a separate country;

(4) "gross tonnage" means the measure of the overall size of a ship determined in accordance with the provisions of the present Convention;

(5) "net tonnage" means the measure of the useful capacity of a ship determined in accordance with the provisions of the present Convention;

(6) "new ship" means a ship the keel of which is laid, or which is at a similar stage of construction, on or after the date of coming into force of the present Convention;

(7) "existing ship" means a ship which is not a new ship;

(8) "length" means 96 per cent of the total length on a waterline at 85 per cent of the least moulded depth measured from the top of the keel, or the length from the fore side of the stem to the axis of the rudder stock on that waterline, if that be greater. In ships designed with a rake of keel the waterline on which this length is measured shall be parallel to the designed waterline;

(9) "Organization" means the Inter-Governmental Maritime Consultative Organization.

### ARTICLE 3

### Application

(1) The present Convention shall apply to the following ships engaged on international voyages:

  (a) ships registered in countries the Governments of which are Contracting Governments;

  (b) ships registered in territories to which the present Convention is extended under Article 20; and

  (c) unregistered ships flying the flag of a State, the Government of which is a Contracting Government.

(2) The present Convention shall apply to:

- (a) new ships;
- (b) existing ships which undergo alterations or modifications which the Administration deems to be a substantial variation in their existing gross tonnage;
- (c) existing ships if the owner so requests; and
- (d) all existing ships, twelve years after the date on which the Convention comes into force, except that such ships, apart from those mentioned in (b) and (c) of this paragraph, shall retain their then existing tonnages for the purpose of the application to them of relevant requirements under other existing International Conventions.

(3) Existing ships to which the present Convention has been applied in accordance with sub-paragraph (2)(c) of this Article shall not subsequently have their tonnages determined in accordance with the requirements which the Administration applied to ships on international voyages prior to the coming into force of the present Convention.

## ARTICLE 4

## Exceptions

(1) The present Convention shall not apply to:

- (a) ships of war; and
- (b) ships of less than 24 metres (79 feet) in length.

(2) Nothing herein shall apply to ships solely navigating:

- (a) the Great Lakes of North America and the River St. Lawrence as far east as a rhumb line drawn from Cap des Rosiers to West Point, Anticosti Island, and, on the north side of Anticosti Island, the meridian of longitude 63°W;

(b) the Caspian Sea; or

(c) the Plate, Parana and Uruguay Rivers as far east as a rhumb line drawn between Punta Rasa (Cabo San Antonio), Argentina, and Punta del Este, Uruguay.

## ARTICLE 5

### Force Majeure

(1) A ship which is not subject to the provisions of the present Convention at the time of its departure on any voyage shall not become subject to such provisions on account of any deviation from its intended voyage due to stress of weather or any other cause of force majeure.

(2) In applying the provisions of the present Convention, the Contracting Governments shall give due consideration to any deviation or delay caused to any ship owing to stress of weather or any other cause of force majeure.

## ARTICLE 6

### Determination of Tonnages

The determination of gross and net tonnages shall be carried out by the Administration which may, however, entrust such determination either to persons or organizations recognized by it. In every case the Administration concerned shall accept full responsibility for the determination of gross and net tonnages.

## ARTICLE 7

### Issue of Certificate

(1) An International Tonnage Certificate (1969) shall be issued to every ship, the gross and net tonnages of which have been determined in accordance with the present Convention.

(2) Such certificate shall be issued by the Administration or by any person or organization duly authorized by it. In every case, the Administration shall assume full responsibility for the certificate.

## ARTICLE 8

## Issue of Certificate by another Government

(1) A Contracting Government may, at the request of another Contracting Government, determine the gross and net tonnages of a ship and issue or authorize the issue of an International Tonnage Certificate (1969) to the ship in accordance with the present Convention.

(2) A copy of the certificate and a copy of the calculations of the tonnages shall be transmitted as early as possible to the requesting Government.

(3) A certificate so issued shall contain a statement to the effect that it has been issued at the request of the Government of the State whose flag the ship is or will be flying and it shall have the same validity and receive the same recognition as a certificate issued under Article 7.

(4) No International Tonnage Certificate (1969) shall be issued to a ship which is flying the flag of a State the Government of which is not a Contracting Government.

## ARTICLE 9

## Form of Certificate

(1) The certificate shall be drawn up in the official language or languages of the issuing country. If the language used is neither English nor French, the text shall include a translation into one of these languages.

(2) The form of the certificate shall correspond to that of the model given in Annex II.

## ARTICLE 10

## Cancellation of Certificate

(1) Subject to any exceptions provided in the Regulations, an International Tonnage Certificate (1969) shall cease to be valid and shall be cancelled by the

Administration if alterations have taken place in the arrangement, construction, capacity, use of spaces, total number of passengers the ship is permitted to carry as indicated in the ship's passenger certificate, assigned load line or permitted draught of the ship, such as would necessitate an increase in gross tonnage or net tonnage.

(2) A certificate issued to a ship by an Administration shall cease to be valid upon transfer of such a ship to the flag of another State, except as provided in paragraph (3) of this Article.

(3) Upon transfer of a ship to the flag of another State the Government of which is a Contracting Government, the International Tonnage Certificate (1969) shall remain in force for a period not exceeding three months, or until the Administration issues another International Tonnage Certificate (1969) to replace it, whichever is the earlier. The Contracting Government of the State whose flag the ship was flying hitherto shall transmit to the Administration as soon as possible after the transfer takes place a copy of the certificate carried by the ship at the time of transfer and a copy of the relevant tonnage calculations.

## ARTICLE 11

### Acceptance of Certificate

The certificate issued under the authority of a Contracting Government in accordance with the present Convention shall be accepted by the other Contracting Governments and regarded for all purposes covered by the present Convention as having the same validity as certificates issued by them.

## ARTICLE 12

### Inspection

(1) A ship flying the flag of a State the Government of which is a Contracting Government shall be subject, when in the ports of other Contracting Governments, to inspection by officers duly authorized by such Governments. Such inspection shall be limited to the purpose of verifying:

(a) that the ship is provided with a valid International Tonnage Certificate (1969); and

(b) that the main characteristics of the ship correspond to the data given in the certificate.

(2) In no case shall the exercise of such inspection cause any delay to the ship.

(3) Should the inspection reveal that the main characteristics of the ship differ from those entered on the International Tonnage Certificate (1969) so as to lead to an increase in the gross tonnage or the net tonnage, the Government of the State whose flag the ship is flying shall be informed without delay.

## ARTICLE 13

### Privileges

The privileges of the present Convention may not be claimed in favour of any ship unless it holds a valid certificate under the Convention.

## ARTICLE 14

### Prior Treaties, Conventions and Arrangements

(1) All other treaties, conventions and arrangements relating to tonnage matters at present in force between Governments Parties to the present Convention shall continue to have full and complete effect during the terms thereof as regards:

(a) ships to which the present Convention does not apply; and

(b) ships to which the present Convention applies, in respect of matters for which it has not expressly provided.

(2) To the extent, however, that such treaties, conventions or arrangements conflict with the provisions of the present Convention, the provisions of the present Convention shall prevail.

## ARTICLE 15

### Communication of Information

The Contracting Governments undertake to communicate to and deposit with the Organization:

(a) a sufficient number of specimens of their certificates issued under the provisions of the present Convention for circulation to the Contracting Governments;

(b) the text of the laws, orders, decrees, regulations and other instruments which shall have been promulgated on the various matters within the scope of the present Convention; and

(c) a list of non-governmental agencies which are authorized to act in their behalf in matters relating to tonnages for circulation to the Contracting Governments.

## ARTICLE 16

### Signature, Acceptance and Accession

(1) The present Convention shall remain open for signature for six months from 23 June 1969, and shall thereafter remain open for accession. Governments of States Members of the United Nations, or of any of the Specialized Agencies, or of the International Atomic Energy Agency, or parties to the Statute of the International Court of Justice may become Parties to the Convention by:

(a) signature without reservation as to acceptance;

(b) signature subject to acceptance followed by acceptance; or

(c) accession.

(2) Acceptance or accession shall be effected by the deposit of an instrument of acceptance or accession with the Organization. The Organization shall inform all Governments which have signed the present Convention or acceded to it of each new acceptance or accession and of the date of its

deposit. The Organization shall also inform all Governments which have already signed the Convention of any signature effected during the six months from 23 June 1969.

### ARTICLE 17

### Coming into Force

(1) The present Convention shall come into force twenty-four months after the date on which not less than twenty-five Governments of States the combined merchant fleets of which constitute not less than sixty-five per cent of the gross tonnage of the world's merchant shipping have signed without reservation as to acceptance or deposited instruments of acceptance or accession in accordance with Article 16. The Organization shall inform all Governments which have signed or acceded to the present Convention of the date on which it comes into force.

(2) For Governments which have deposited an instrument of acceptance of or accession to the present Convention during the twenty-four months mentioned in paragraph (1) of this Article, the acceptance or accession shall take effect on the coming into force of the present Convention or three months after the date of deposit of the instrument of acceptance or accession, whichever is the later date.

(3) For Governments which have deposited an instrument of acceptance of or accession to the present Convention after the date on which it comes into force, the Convention shall come into force three months after the date of the deposit of such instrument.

(4) After the date on which all the measures required to bring an amendment to the present Convention into force have been completed, or all necessary acceptances are deemed to have been given under sub-paragraph (b) of paragraph (2) of Article 18 in case of amendment by unanimous acceptance, any instrument of acceptance or accession deposited shall be deemed to apply to the Convention as amended.

## ARTICLE 18

## Amendments

(1) The present Convention may be amended upon the proposal of a Contracting Government by any of the procedures specified in this Article.

(2) Amendment by unanimous acceptance:

(a) Upon the request of a Contracting Government, any amendment proposed by it to the present Convention shall be communicated by the Organization to all Contracting Governments for consideration with a view to unanimous acceptance.

(b) Any such amendment shall enter into force twelve months after the date of its acceptance by all Contracting Governments unless an earlier date is agreed upon. A Contracting Government which does not communicate its acceptance or rejection of the amendment to the Organization within twenty-four months of its first communication by the latter shall be deemed to have accepted the amendment.

(3) Amendment after consideration in the Organization:

(a) Upon the request of a Contracting Government, any amendment proposed by it to the present Convention will be considered in the Organization. If adopted by a majority of two-thirds of those present and voting in the Maritime Safety Committee of the Organization, such amendment shall be communicated to all Members of the Organization and all Contracting Governments at least six months prior to its consideration by the Assembly of the Organization.

(b) If adopted by a two-thirds majority of those present and voting in the Assembly, the amendment shall be communicated by the Organization to all Contracting Governments for their acceptance.

(c) Such amendment shall come into force twelve months after the date on which it is accepted by two-thirds of the Contracting Governments. The amendment shall come into force with respect to all Contracting Governments except those which, before it comes into force, make a declaration that they do not accept the amendment.

(d) The Assembly, by a two-thirds majority of those present and voting, including two-thirds of the Governments represented on the Maritime Safety Committee and present and voting in the Assembly, may propose a determination at the time of its adoption that an amendment is of such an important nature that any Contracting Government which makes a declaration under sub-paragraph (c) of this paragraph and which does not accept the amendment within a period of twelve months after it comes into force, shall cease to be a party to the present Convention upon the expiry of that period. This determination shall be subject to the prior acceptance of two-thirds of the Contracting Governments.

(e) Nothing in this paragraph shall prevent the Contracting Government which first proposed action under this paragraph on an amendment to the present Convention from taking at any time such alternative action as it deems desirable in accordance with paragraphs (2) or (4) of this Article.

(4) Amendment by a conference:

(a) Upon the request of a Contracting Government, concurred in by at least one-third of the Contracting Governments, a conference of Governments will be convened by the Organization to consider amendments to the present Convention.

(b) Every amendment adopted by such a conference by a two-thirds majority of those present and voting of the Contracting Governments shall be communicated by the Organization to all Contracting Governments for their acceptance.

(c) Such amendment shall come into force twelve months after the date on which it is accepted by two-thirds of the Contracting Governments. The amendment shall come into force with respect to all Contracting Governments except those which, before it comes into force, make a declaration that they do not accept the amendment.

(d) By a two-thirds majority of those present and voting, a conference convened under sub-paragraph (a) of this paragraph may determine at the time of its adoption that an amendment is of such an important nature that any Contracting Government which makes a declaration under sub-paragraph (c) of this paragraph, and which does not accept the amendment within a period of twelve months after it comes into force, shall cease to be a Party to the present Convention upon the expiry of that period.

(5) The Organization shall inform all Contracting Governments of any amendments which may come into force under this Article, together with the date on which each such amendment will come into force.

(6) Any acceptance or declaration under this Article shall be made by the deposit of an instrument with the Organization which shall notify all Contracting Governments of the receipt of the acceptance or declaration.

## ARTICLE 19

### Denunciation

(1) The present Convention may be denounced by any Contracting Government at any time after the expiry of five years from the date on which the Convention comes into force for that Government.

(2) Denunciation shall be effected by the deposit of an instrument with the Organization which shall inform all the other Contracting Governments of any such denunciation received and of the date of its receipt.

(3) A denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, after its receipt by the Organization.

## ARTICLE 20

## Territories

(1) (a) The United Nations, in cases where they are the administering authority for a territory, or any Contracting Government responsible for the international relations of a territory, shall as soon as possible consult with such territory or take such measures as may be appropriate in an endeavour to extend the present Convention to that territory and may at any time by notification in writing to the Organization declare that the present Convention shall extend to such territory.

(b) The present Convention shall, from the date of receipt of the notification or from such other date as may be specified in the notification, extend to the territory named therein.

(2) (a) The United Nations, or any Contracting Government which has made a declaration under sub-paragraph (a) of paragraph (1) of this Article at any time after the expiry of a period of five years from the date on which the Convention has been so extended to any territory, may by notification in writing to the

Organization declare that the present Convention shall cease to extend to any such territory named in the notification.

(b) The present Convention shall cease to extend to any territory mentioned in such notification one year, or such longer period as may be specified therein, after the date of receipt of the notification by the Organization.

(3) The Organization shall inform all the Contracting Governments of the extension of the present Convention to any territories under paragraph (1) of this Article, and of the termination of any such extension under the provisions of paragraph (2) stating in each case the date from which the present Convention has been or will cease to be so extended.

### ARTICLE 21

### Deposit and Registration

(1) The present Convention shall be deposited with the Organization and the Secretary-General of the Organization shall transmit certified true copies thereof to all Signatory Governments and to all Governments which accede to the present Convention.

(2) As soon as the present Convention comes into force, the text shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication, in accordance with Article 102 of the Charter of the United Nations.[1]

### ARTICLE 22

### Languages

The present Convention is established in a single copy in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared and deposited with the signed original.

---

[1] TS 993; 59 Stat. 1053; 3 Bevans 1153.

IN WITNESS WHEREOF the undersigned being duly authorised by their respective Governments for that purpose have signed the present Convention.

DONE at London this twenty-third day of June 1969.

## ANNEX I

## REGULATIONS FOR DETERMINING GROSS AND NET TONNAGES OF SHIPS

### Regulation 1

### General

(1) The tonnage of a ship shall consist of gross tonnage and net tonnage.

(2) The gross tonnage and the net tonnage shall be determined in accordance with the provisions of these Regulations.

(3) The gross tonnage and the net tonnage of novel types of craft whose constructional features are such as to render the application of the provisions of these Regulations unreasonable or impracticable shall be as determined by the Administration. Where the tonnage is so determined, the Administration shall communicate to the Organization details of the method used for that purpose, for circulation to the Contracting Governments for their information.

### Regulation 2

### Definitions of Terms used in the Annexes

(1) Upper Deck

The upper deck is the uppermost complete deck exposed to weather and sea, which has permanent means of weathertight closing of all openings in the weather part thereof, and below which all openings in the sides of the ship are fitted with permanent means of watertight closing. In a ship having a stepped upper deck, the lowest line of the exposed deck and the continuation of that line parallel to the upper part of the deck is taken as the upper deck.

(2) Moulded Depth

(a) The moulded depth is the vertical distance measured from the top of the keel to the underside of the upper deck at side. In wood and composite ships the distance is measured from the lower edge of the keel rabbet. Where the form at the lower part of the midship section is of a hollow character, or where thick garboards are fitted, the distance is measured from the point where the line of the flat of the bottom continued inwards cuts the side of the keel.

(b) In ships having rounded gunwales, the moulded depth shall be measured to the point of intersection of the moulded lines of the deck and side shell plating, the lines extending as though the gunwales were of angular design.

(c) Where the upper deck is stepped and the raised part of the deck extends over the point at which the moulded depth is to be determined, the moulded depth shall be measured to a line of reference extending from the lower part of the deck along a line parallel with the raised part.

(3) Breadth

The breadth is the maximum breadth of the ship, measured amidships to the moulded line of the frame in a ship with a metal shell and to the outer surface of the hull in a ship with a shell of any other material.

(4) Enclosed Spaces

Enclosed spaces are all those spaces which are bounded by the ship's hull, by fixed or portable partitions or bulkheads, by decks or coverings other than permanent or movable awnings. No break in a deck, nor any opening in the ship's hull, in a deck or in a covering of a space, or in the partitions or bulkheads of a space, nor the absence of a partition or bulkhead, shall preclude a space from being included in the enclosed space.

(5) Excluded Spaces

Notwithstanding the provisions of paragraph (4) of this Regulation, the spaces referred to in sub-paragraphs (a) to (e) inclusive of this paragraph shall be called excluded spaces and shall not be included in the volume of enclosed spaces, except that any such space which fulfils at least one of the following three conditions shall be treated as an enclosed space:

- the space is fitted with shelves or other means for securing cargo or stores;
- the openings are fitted with any means of closure;
- the construction provides any possibility of such openings being closed:

(a) (i) A space within an erection opposite an end opening extending from deck to deck except for a curtain plate of a depth not exceeding by more than 25 millimetres (one inch) the depth of the adjoining deck beams, such opening having a breadth equal to or greater than 90 per cent of the breadth of the deck at the line of the opening of the space. This provision shall be applied so as to exclude from the enclosed spaces only the space between the actual end opening and a line drawn parallel to the line or face of the opening at a distance from the opening equal to one half of the width of the deck at the line of the opening (Figure 1 in Appendix 1).

(a) (ii) Should the width of the space because of any arrangement except by convergence of the outside plating, become less than 90 per cent of the breadth of the deck, only the space between the line of the opening and a parallel line drawn through the point where the athwartships width of the space becomes equal to, or less than, 90 per cent of the breadth of the deck shall be excluded from the volume of enclosed spaces (Figures 2, 3 and 4 in Appendix 1).

(a)(iii) Where an interval which is completely open except for bulwarks or open rails separates any two spaces, the exclusion of one or both of which is permitted under sub-paragraphs (a)(i) and/or (a)(ii), such exclusion shall not apply if the separation between the two spaces is less than the least half breadth of the deck in way of the separation (Figures 5 and 6 in Appendix 1).

(b) A space under an overhead deck covering open to the sea and weather, having no other connexion on the exposed sides with the body of the ship than the stanchions necessary for its support. In such a space, open rails or a bulwark and curtain plate may be fitted or stanchions fitted at the ship's side, provided that the distance between the top of the rails or the bulwark and the curtain plate is not less than 0.75 metres (2.5 feet) or one-third of the height of the space, whichever is the greater (Figure 7 in Appendix 1).

(c) A space in a side-to-side erection directly in way of opposite side openings not less in height than 0.75 metres (2.5 feet) or one-third of the height of the erection, whichever is the greater. If the opening in such an erection is provided on one side only, the space to be excluded from the volume of enclosed spaces shall be limited inboard from the opening to a maximum of one-half of the breadth of the deck in way of the opening (Figure 8 in Appendix 1).

(d) A space in an erection immediately below an uncovered opening in the deck overhead, provided that such an opening is exposed to the weather and the space excluded from enclosed spaces is limited to the area of the opening (Figure 9 in Appendix 1).

(e) A recess in the boundary bulkhead of an erection which is exposed to the weather and the opening of which extends from deck to deck without means of closing, provided that the interior width is not greater than the width at the entrance and its extension into the erection is not greater than twice the width of its entrance (Figure 10 in Appendix 1).

(6) Passenger

A passenger is every person other than:

(a) the master and the members of the crew or other persons employed or engaged in any capacity on board a ship on the business of that ship; and

(b) a child under one year of age.

(7) Cargo Spaces

Cargo spaces to be included in the computation of net tonnage are enclosed spaces appropriated for the transport of cargo which is to be discharged from the ship, provided that such spaces have been included in the computation of gross tonnage. Such cargo spaces shall be certified by permanent marking with the letters CC (cargo compartment) to be so positioned that they are readily visible and not to be less than 100 millimetres (4 inches) in height.

(8) Weathertight

Weathertight means that in any sea conditions water will not penetrate into the ship.

## Regulation 3

## Gross Tonnage

The gross tonnage (GT) of a ship shall be determined by the following formula:

$$GT = K_1 V$$

where: $V$ = Total volume of all enclosed spaces of the ship in cubic metres,

$K_1$ = $0.2 + 0.02 \log_{10} V$ (or as tabulated in Appendix 2).

## Regulation 4

## Net Tonnage

(1) The net tonnage (NT) of a ship shall be determined by the following formula:

$$NT = K_2 V_c \left(\frac{4d}{3D}\right)^2 + K_3\left(N_1 + \frac{N_2}{10}\right),$$

in which formula:

(a) the factor $\left(\frac{4d}{3D}\right)^2$ shall not be taken as greater than unity;

(b) the term $K_2 V_c \left(\frac{4d}{3D}\right)^2$ shall not be taken as less than 0.25 GT; and

(c) NT shall not be taken as less than 0.30 GT,

and in which:

$V_c$ = total volume of cargo spaces in cubic metres,

$K_2$ = $0.2 + 0.02 \log_{10} V_c$ (or as tabulated in Appendix 2),

$K_3$ = $1.25 \frac{GT + 10{,}000}{10{,}000}$,

$D$ = moulded depth amidships in metres as defined in Regulation 2(2),

$d$ = moulded draught amidships in metres as defined in paragraph (2) of this Regulation,

$N_1$ = number of passengers in cabins with not more than 8 berths,

$N_2$ = number of other passengers,

$N_1 + N_2$ = total number of passengers the ship is permitted to carry as indicated in the ship's passenger certificate; when $N_1 + N_2$ is less than 13, $N_1$ and $N_2$ shall be taken as zero,

GT = gross tonnage of the ship as determined in accordance with the provisions of Regulation 3.

(2) The moulded draught (d) referred to in paragraph (1) of this Regulation shall be one of the following draughts:

(a) for ships to which the International Convention on Load Lines[1] in force applies, the draught corresponding to the Summer Load Line (other than timber load lines) assigned in accordance with that Convention;

(b) for passenger ships, the draught corresponding to the deepest subdivision load line assigned in accordance with the International Convention for the Safety of Life at Sea[2] in force or other international agreement where applicable;

(c) for ships to which the International Convention on Load Lines does not apply but which have been assigned a load line in compliance with national requirements, the draught corresponding to the summer load line so assigned;

(d) for ships to which no load line has been assigned but the draught of which is restricted in compliance with national requirements, the maximum permitted draught;

(e) for other ships, 75 per cent of the moulded depth amidships as defined in Regulation 2(2).

## Regulation 5

## Change of Net Tonnage

(1) When the characteristics of a ship, such as $V$, $V_c$, $d$, $N_1$ or $N_2$ as defined in Regulations 3 and 4, are altered and where such an alteration results in an increase in its net tonnage as determined in accordance with the provisions of Regulation 4, the net tonnage of the ship corresponding to the new characteristics shall be determined and shall be applied without delay.

(2) A ship to which load lines referred to in sub-paragraphs (2)(a) and (2)(b) of Regulation 4 are concurrently assigned shall be given only one net tonnage as determined in accordance with

---

[1] Done Apr. 5, 1966. TIAS 6331, 6629, 6720; 18 UST 1857; 20 UST 17, 2577.

[2] Done June 17, 1960. TIAS 5780, 6284; 16 UST 185; 18 UST 1289. Done Nov. 1, 1974. TIAS 9700, 10626; 32 UST 47; *post* 4644.

the provisions of Regulation 4 and that tonnage shall be the tonnage applicable to the appropriate assigned load line for the trade in which the ship is engaged.

(3) When the characteristics of a ship such as V, $V_c$, d, $N_1$ or $N_2$ as defined in Regulations 3 and 4 are altered or when the appropriate assigned load line referred to in paragraph (2) of this Regulation is altered due to the change of the trade in which the ship is engaged, and where such an alteration results in a decrease in its net tonnage as determined in accordance with the provisions of Regulation 4, a new International Tonnage Certificate (1969) incorporating the net tonnage so determined shall not be issued until twelve months have elapsed from the date on which the current Certificate was issued; provided that this requirement shall not apply:

(a) if the ship is transferred to the flag of another State, or

(b) if the ship undergoes alterations or modifications which are deemed by the Administration to be of a major character, such as the removal of a superstructure which requires an alteration of the assigned load line, or

(c) to passenger ships which are employed in the carriage of large numbers of unberthed passengers in special trades, such, for example, as the pilgrim trade.

## Regulation 6

## Calculation of Volumes

(1) All volumes included in the calculation of gross and net tonnages shall be measured, irrespective of the fitting of insulation or the like, to the inner side of the shell or structural boundary plating in ships constructed of metal, and to the

outer surface of the shell or to the inner side of structural boundary surfaces in ships constructed of any other material.

(2) Volumes of appendages shall be included in the total volume.

(3) Volumes of spaces open to the sea may be excluded from the total volume.

## Regulation 7

## Measurement and Calculation

(1) All measurement used in the calculation of volumes shall be taken to the nearest centimetre or one-twentieth of a foot.

(2) The volumes shall be calculated by generally accepted methods for the space concerned and with an accuracy acceptable to the Administration.

(3) The calculation shall be sufficiently detailed to permit easy checking.

## APPENDIX 1

FIGURES REFERRED TO IN REGULATION 2(5).

IN THE FOLLOWING FIGURES: O = EXCLUDED SPACE.
C = ENCLOSED SPACE.
I = SPACE TO BE CONSIDERED AS AN ENCLOSED SPACE.

HATCHED IN PARTS TO BE INCLUDED AS ENCLOSED SPACES.

B = BREADTH OF THE DECK IN WAY OF THE OPENING.
IN SHIPS WITH ROUNDED GUNWALES THE BREADTH IS MEASURED AS INDICATED IN FIGURE 11

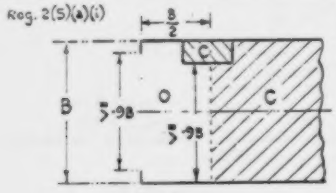

Reg. 2(5)(a)(i)
B/2
C
O
C
B
≥·9B
≥·9B

Fig. 1

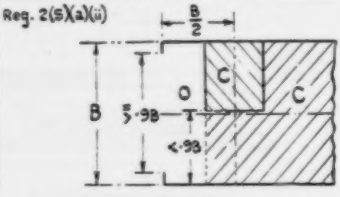

Reg. 2(5)(a)(ii)
B/2
C
C
O
B
≥·9B
<·9B

Fig. 2

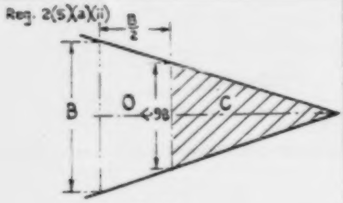

Reg. 2(5)(a)(ii)
B/2
B
O
<·9B
C

Fig. 3

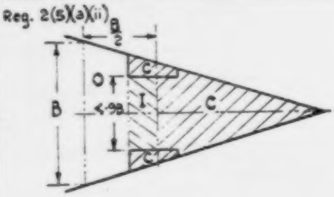

Reg. 2(5)(a)(ii)
B/2
C
O
B
<·9B
I
C
C

Fig. 4

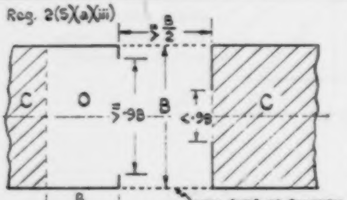

Reg. 2(5)(a)(iii)
≥ B/2
C
O
≥·9B
B
<·9B
C
B/2
OPEN RAILS OR BULWARK

Fig. 5

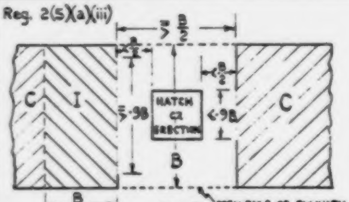
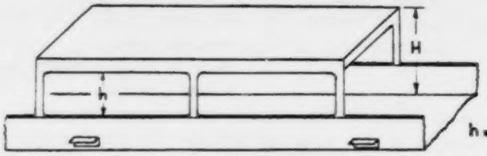

Reg. 2(5)(a)(iii)
≥ B/2
B/2
B/2
C
I
≥·9B
HATCH OR ERECTION
<·9B
C
B
B/2
OPEN RAILS OR BULWARK

Fig. 6

Reg. 2(5)(b)

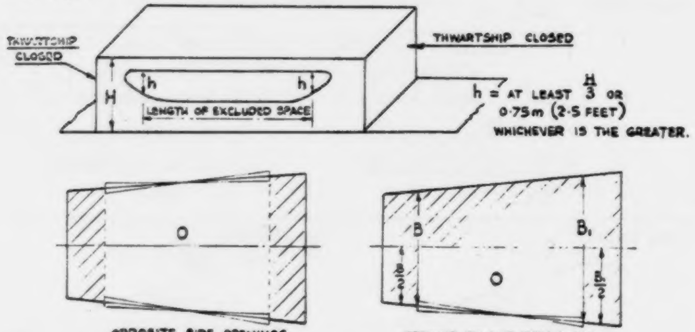


h = AT LEAST $\frac{H}{3}$ OR 0·75m (2·5 FEET) WHICHEVER IS THE GREATER.

Fig. 7

---

Reg. 2(5)(c)


THWARTSHIP CLOSED
THWARTSHIP CLOSED
H
h
h
LENGTH OF EXCLUDED SPACE
h = AT LEAST $\frac{H}{3}$ OR 0·75m (2·5 FEET) WHICHEVER IS THE GREATER.
O
B
B₁
B/2
B₁/2
O

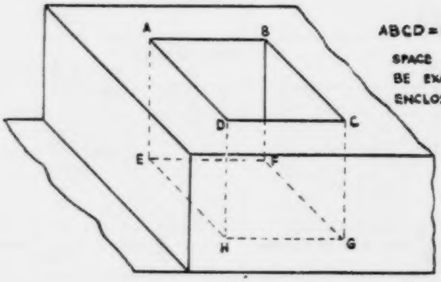
OPPOSITE SIDE OPENINGS

OPENING ON ONE SIDE ONLY

Fig. 8

---

Reg. 2(5)(d)



ABCD = OPENING IN THE DECK.

SPACE ABCDEFGH SHALL BE EXCLUDED FROM ENCLOSED SPACE.

Fig. 9

Reg. 2(5)(e)

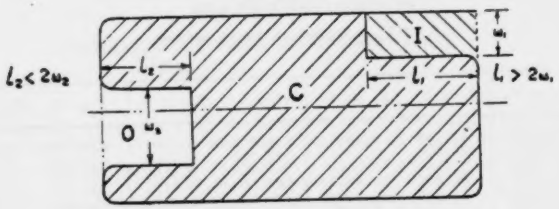

I
$w_1$
$l_2 < 2w_2$
$l_2$
C
$l_1$
$l_1 > 2w_1$
O
$w_2$

Fig. 10

SHIPS WITH ROUNDED GUNWALES

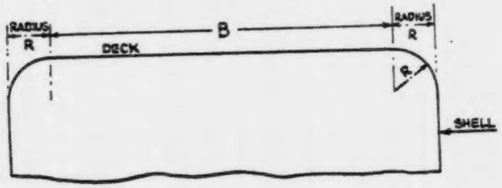

RADIUS
R
B
RADIUS
R
DECK
R
SHELL

Fig. 11

## APPENDIX 2

### COEFFICIENTS $K_1$ AND $K_2$ REFERRED TO IN REGULATIONS 3 AND 4(1)

V or $V_c$ = Volume in cubic metres

| V or $V_c$ | $K_1$ or $K_2$ | V or $V_c$ | $K_1$ or $K_2$ | V or $V_c$ | $K_1$ or $K_2$ | V or $V_c$ | $K_1$ or $K_2$ |
|---|---|---|---|---|---|---|---|
| 10 | 0.2200 | 45,000 | 0.2931 | 330,000 | 0.3104 | 670,000 | 0.3165 |
| 20 | 0.2260 | 50,000 | 0.2940 | 340,000 | 0.3106 | 680,000 | 0.3166 |
| 30 | 0.2295 | 55,000 | 0.2948 | 350,000 | 0.3109 | 690,000 | 0.3168 |
| 40 | 0.2320 | 60,000 | 0.2956 | 360,000 | 0.3111 | 700,000 | 0.3169 |
| 50 | 0.2340 | 65,000 | 0.2963 | 370,000 | 0.3114 | 710,000 | 0.3170 |
| 60 | 0.2356 | 70,000 | 0.2969 | 380,000 | 0.3116 | 720,000 | 0.3171 |
| 70 | 0.2369 | 75,000 | 0.2975 | 390,000 | 0.3118 | 730,000 | 0.3173 |
| 80 | 0.2331 | 80,000 | 0.2981 | 400,000 | 0.3120 | 740,000 | 0.3174 |
| 90 | 0.2391 | 85,000 | 0.2986 | 410,000 | 0.3123 | 750,000 | 0.3175 |
| 100 | 0.2400 | 90,000 | 0.2991 | 420,000 | 0.3125 | 760,000 | 0.3176 |
| 200 | 0.2460 | 95,000 | 0.2996 | 430,000 | 0.3127 | 770,000 | 0.3177 |
| 300 | 0.2495 | 100,000 | 0.3000 | 440,000 | 0.3129 | 780,000 | 0.3178 |
| 400 | 0.2520 | 110,000 | 0.3008 | 450,000 | 0.3131 | 790,000 | 0.3180 |
| 500 | 0.2540 | 120,000 | 0.3016 | 460,000 | 0.3133 | 800,000 | 0.3181 |
| 600 | 0.2556 | 130,000 | 0.3023 | 470,000 | 0.3134 | 810,000 | 0.3182 |
| 700 | 0.2569 | 140,000 | 0.3029 | 480,000 | 0.3136 | 820,000 | 0.3183 |
| 800 | 0.2581 | 150,000 | 0.3035 | 490,000 | 0.3138 | 830,000 | 0.3184 |
| 900 | 0.2591 | 160,000 | 0.3041 | 500,000 | 0.3140 | 840,000 | 0.3185 |
| 1,000 | 0.2600 | 170,000 | 0.3046 | 510,000 | 0.3142 | 850,000 | 0.3186 |
| 2,000 | 0.2660 | 180,000 | 0.3051 | 520,000 | 0.3143 | 860,000 | 0.3187 |
| 3,000 | 0.2695 | 190,000 | 0.3056 | 530,000 | 0.3145 | 870,000 | 0.3188 |
| 4,000 | 0.2720 | 200,000 | 0.3060 | 540,000 | 0.3146 | 880,000 | 0.3189 |
| 5,000 | 0.2740 | 210,000 | 0.3064 | 550,000 | 0.3148 | 890,000 | 0.3190 |
| 6,000 | 0.2756 | 220,000 | 0.3068 | 560,000 | 0.3150 | 900,000 | 0.3191 |
| 7,000 | 0.2769 | 230,000 | 0.3072 | 570,000 | 0.3151 | 910,000 | 0.3192 |
| 8,000 | 0.2781 | 240,000 | 0.3076 | 580,000 | 0.3153 | 920,000 | 0.3193 |
| 9,000 | 0.2791 | 250,000 | 0.3080 | 590,000 | 0.3154 | 930,000 | 0.3194 |
| 10,000 | 0.2600 | 260,000 | 0.3083 | 600,000 | 0.3156 | 940,000 | 0.3195 |
| 15,000 | 0.2835 | 270,000 | 0.3086 | 610,000 | 0.3157 | 950,000 | 0.3196 |
| 20,000 | 0.2860 | 280,000 | 0.3089 | 620,000 | 0.3158 | 960,000 | 0.3196 |
| 25,000 | 0.2880 | 290,000 | 0.3092 | 630,000 | 0.3160 | 970,000 | 0.3197 |
| 30,000 | 0.2895 | 300,000 | 0.3095 | 640,000 | 0.3161 | 980,000 | 0.3198 |
| 35,000 | 0.2909 | 310,000 | 0.3098 | 650,000 | 0.3163 | 990,000 | 0.3199 |
| 40,000 | 0.2920 | 320,000 | 0.3101 | 660,000 | 0.3164 | 1,000,000 | 0.3200 |

Coefficients $K_1$ or $K_2$ at intermediate values of V or $V_c$ shall be obtained by linear interpolation.

## ANNEX II

## CERTIFICATE

## INTERNATIONAL TONNAGE CERTIFICATE (1969)

(Official seal)

Issued under the provisions of the International Convention on Tonnage Measurement of Ships, 1969, under the authority of the Government of ..................................................................
(full official designation of country)
for which the Convention came into force on ............................19..
by ..................................................................
(full official designation of the competent person or organization recognized under the provisions of the International Convention on Tonnage Measurement of Ships, 1969.)

| Name of Ship | Distinctive Number or Letters | Port of Registry | *Date |
|---|---|---|---|
| | | | |

*Date on which the keel was laid or the ship was at a similar stage of construction (Article 2(6)), or date on which the ship underwent alterations or modifications of a major character (Article 3(2)(b)), as appropriate.

MAIN DIMENSIONS

| Length (Article 2(8)) | Breadth (Regulation 2(3)) | Moulded Depth amidships to Upper Deck (Regulation 2(2)) |
|---|---|---|
| | | |

THE TONNAGES OF THE SHIP ARE:

GROSS TONNAGE ........................

NET TONNAGE ........................

This is to certify that the tonnages of this ship have been determined in accordance with the provisions of the International Convention on Tonnage Measurement of Ships, 1969.

Issued at ................................ ........................19..
(place of issue of certificate) (date of issue)

.............................................
(signature of official issuing the certificate)
and/or
(seal of issuing authority)

If signed, the following paragraph is to be added:
The undersigned declares that he is duly authorized by the said Government to issue this certificate.

........................
(Signature)

<table>
<tr><td colspan="6">SPACES INCLUDED IN TONNAGE</td></tr>
<tr><td colspan="3">GROSS TONNAGE</td><td colspan="3">NET TONNAGE</td></tr>
<tr><td>Name of Space</td><td>Location</td><td>Length</td><td>Name of Space</td><td>Location</td><td>Length</td></tr>
<tr><td rowspan="2">Underdeck</td><td rowspan="2">-</td><td rowspan="2">-</td><td></td><td></td><td></td></tr>
<tr><td colspan="3">NUMBER OF PASSENGERS<br>(Regulation 4(1))<br>Number of passengers in cabins with not more than 8 berths . .......<br>Number of other passengers ..........</td></tr>
<tr><td colspan="3">EXCLUDED SPACES<br>(Regulation 2(5))<br>An asterisk (*) should be added to those spaces listed above which comprise both enclosed and excluded spaces.</td><td colspan="3">MOULDED DRAUGHT<br>(Regulation 4(2))</td></tr>
<tr><td colspan="6">Date and place of original measurement ................................</td></tr>
<tr><td colspan="6">Date and place of last previous remeasurement ............................</td></tr>
<tr><td colspan="6">REMARKS:</td></tr>
</table>

# CONVENTION INTERNATIONALE DE 1969
# SUR LE JAUGEAGE DES NAVIRES

Les Gouvernements contractants,

DESIREUX d'établir des principes et des règles uniformes relatifs à la détermination de la jauge des navires effectuant des voyages internationaux;

CONSIDERANT que le meilleur moyen de parvenir à cette fin est de conclure une Convention;

SONT CONVENUS des dispositions suivantes :

## ARTICLE PREMIER

### Obligation générale découlant de la Convention

Les Gouvernements contractants s'engagent à donner effet aux dispositions de la présente Convention et de ses Annexes qui font partie intégrante de la présente Convention. Toute référence à la présente Convention constitue en même temps une référence aux Annexes.

## ARTICLE 2

### Définitions

Aux fins de la présente Convention, sauf disposition contraire expresse :

1) le terme "règles" désigne les règles figurant en annexe à la présente Convention;

2) le terme "Administration" désigne le gouvernement de l'Etat dont le navire bat pavillon;

3) l'expression "voyage international" désigne un voyage par mer entre un pays auquel s'applique la présente Convention et un port situé en dehors de ce pays, ou inversement. A cet égard, tout territoire dont les relations internationales sont assurées par un Gouvernement contractant ou dont l'Organisation des Nations Unies assure l'administration est considéré comme un pays distinct;

4) l'expression "jauge brute" traduit les dimensions hors tout d'un navire, déterminées conformément aux dispositions de la présente Convention;

5) l'expression "jauge nette" représente la capacité d'utilisation d'un navire, déterminée conformément aux dispositions de la présente Convention;

6) l'expression "navire neuf" désigne un navire dont la quille est posée, ou qui se trouve dans un état d'avancement équivalent, à la date ou postérieurement à la date d'entrée en vigueur de la présente Convention;

7) l'expression "navire existant" désigne un navire qui n'est pas un navire neuf;

8) le terme "longueur" désigne une longueur égale à 96 pour cent de la longueur totale à la flottaison située à une distance du dessus de quille égale à 85 pour cent du creux minimum sur quille, ou à la distance entre la face avant de l'étrave et l'axe de la mèche du gouvernail à cette flottaison, si cette valeur est supérieure. Dans les navires conçus pour naviguer avec une quille inclinée, la flottaison à laquelle la longueur est mesurée doit être parallèle à la flottaison en charge prévue;

9) par "Organisation", il faut entendre l'Organisation intergouvernementale consultative de la navigation maritime.

## ARTICLE 3

## Champ d'application

1) La présente Convention s'applique aux navires suivants effectuant des voyages internationaux :

a) navires immatriculés dans les pays dont le gouvernement est un Gouvernement contractant;

b) navires immatriculés dans les territoires auxquels la présente Convention est étendue en vertu de l'article 20;

c) navires non immatriculés battant pavillon d'un Etat dont le gouvernement est un Gouvernement contractant.

2) La présente Convention s'applique :

a) aux navires neufs;

b) aux navires existants qui subissent des transformations ou des modifications que l'Administration considère comme une modification importante de leur jauge brute;

c) aux navires existants, sur la demande du propriétaire;

d) à tous les navires existants, douze années après la date d'entrée en vigueur de la Convention. Toutefois, ces navires, à l'exclusion de ceux qui sont mentionnés aux alinéas b) et c) du présent paragraphe, garderont alors leurs anciennes jauges aux fins de l'application des dispositions pertinentes d'autres conventions internationales existantes.

3) Dans le cas des navires existants auxquels la présente Convention devient applicable en vertu des dispositions de l'alinéa c) du paragraphe 2 du présent article, les jauges ne peuvent être déterminées conformément aux dispositions que l'Administration appliquait, avant l'entrée en vigueur de la présente Convention, aux navires effectuant des voyages internationaux.

## ARTICLE 4

## Exceptions

1) La présente Convention ne s'applique pas :

a) aux navires de guerre; et

b) aux navires d'une longueur inférieure à 24 mètres (79 pieds).

2) Aucune des dispositions de la présente Convention ne s'applique aux navires exclusivement affectés à la navigation :

a) sur les Grands Lacs d'Amérique du Nord et sur le Saint-Laurent, à l'ouest d'une loxodromie tracée du cap des Rosiers à la pointe ouest de l'île d'Anticosti et prolongée, au nord de l'île d'Anticosti, par le méridien 63° W;

b) sur la mer Caspienne;

c) sur le Rio de la Plata, le Parana et l'Uruguay, à l'ouest d'une loxodromie tracée de Punta Rasa (Cabo San Antonio), Argentine, à Punta del Este, Uruguay.

## ARTICLE 5

## Force majeure

1) Un navire qui, au moment de son départ pour un voyage quelconque, n'est pas soumis aux dispositions de la présente Convention n'y est pas astreint en raison d'un déroutement quelconque par rapport au parcours prévu, si ce déroutement est provoqué par le mauvais temps ou s'il est dû à toute autre cause de force majeure.

2) Pour l'application des dispositions de la présente Convention, les Gouvernements contractants doivent prendre en considération tout déroutement ou retard subi par un navire du fait du mauvais temps, ou dû à toute autre cause de force majeure.

## ARTICLE 6

## Détermination des jauges

La détermination des jauges brute et nette est effectuée par l'Administration, qui peut toutefois confier cette opération à des personnes ou à des organismes agréés par elle. Dans tous les cas, l'Administration intéressée se porte entièrement garante de la détermination des jauges brute et nette.

### ARTICLE 7

### Délivrance du certificat

1) Il est délivré un certificat international de jaugeage (1969) à tout navire dont les jauges brute et nette ont été déterminées conformément aux dispositions de la présente Convention.

2) Ce certificat est délivré, soit par l'Administration, soit par une personne ou un organisme dûment autorisé par elle. Dans tous les cas, l'Administration assume l'entière responsabilité du certificat.

### ARTICLE 8

### Délivrance d'un certificat par un autre gouvernement

1) Un Gouvernement contractant peut, à la requête d'un autre Gouvernement contractant, déterminer les jauges brute et nette d'un navire et délivrer ou autoriser la délivrance au navire d'un certificat international de jaugeage (1969), conformément aux dispositions de la présente Convention.

2) Il est remis dès que possible, au gouvernement qui en a fait la demande, copie du certificat et des calculs faits pour déterminer les jauges.

3) Le certificat ainsi délivré comporte une déclaration attestant qu'il est délivré à la requête du gouvernement de l'Etat dont le navire bat ou battra pavillon; il a la même valeur et il est accepté dans les mêmes conditions qu'un certificat délivré en application de l'article 7.

4) Il n'est pas délivré de certificat international de jaugeage (1969) à un navire qui bat pavillon d'un Etat dont le gouvernement n'est pas un Gouvernement contractant.

### ARTICLE 9

### Forme du certificat

1) Le certificat est établi dans la langue ou les langues officielles de l'Etat qui le délivre. Si la

langue utilisée n'est ni l'anglais ni le français, le texte comprend une traduction dans l'une de ces langues.

2) Ce certificat doit être conforme au modèle figurant à l'Annexe II.

### ARTICLE 10

### Annulation du certificat

1) Sous réserve des exceptions prévues dans les Règles, le certificat international de jaugeage (1969) cesse d'être valable et est annulé par l'Administration si l'aménagement, la construction, la capacité, l'utilisation des espaces, le nombre total de passagers que le navire est autorisé à transporter selon les indications de son certificat de capacité (passagers), le franc-bord réglementaire ou le tirant d'eau autorisé du navire, ont subi des modifications de nature à nécessiter une augmentation de la jauge brute ou de la jauge nette.

2) Tout certificat délivré à un navire par une Administration cesse d'être valable si le navire passe sous le pavillon d'un autre Etat, sous réserve des dispositions du paragraphe 3 du présent article.

3) Lorsqu'un navire passe sous le pavillon d'un autre Etat dont le gouvernement est un Gouvernement contractant, le certificat international de jaugeage (1969) demeure valable pendant une période ne dépassant pas trois mois, ou jusqu'à la date à laquelle l'Administration délivre en remplacement un autre certificat international de jaugeage (1969), si cette dernière date est plus rapprochée. Le gouvernement de l'Etat dont le navire battait précédemment pavillon adresse à l'Administration, dès que possible après le changement de nationalité, copie du certificat dont le navire était pourvu à la date du changement, ainsi que des calculs des jauges correspondants.

### ARTICLE 11

### Acceptation du certificat

Le certificat délivré sous la responsabilité d'un Gouvernement contractant, conformément aux dispositions de la présente Convention, est accepté par les autres Gouvernements contractants et considéré comme ayant la même valeur que les certificats délivrés par eux pour tout ce qui concerne les objectifs de la présente Convention.

## ARTICLE 12

## Inspection

1) Tout navire battant pavillon d'un Etat dont le gouvernement est un Gouvernement contractant est soumis, dans les ports relevant d'autres Gouvernements contractants, à l'inspection d'agents dûment autorisés à cet effet par lesdits Gouvernements. Cette inspection doit avoir pour seul objet de vérifier :

a) que le navire est pourvu d'un certificat international de jaugeage (1969) en cours de validité;

b) que les caractéristiques principales du navire correspondent aux indications portées sur le certificat.

2) Cette inspection ne doit en aucun cas entraîner le moindre retard pour le navire.

3) Dans le cas où l'inspection révèle que les caractéristiques principales du navire diffèrent des indications portées sur le certificat international de jaugeage (1969), de telle manière qu'elles entraînent une augmentation de la jauge brute ou de la jauge nette, le gouvernement de l'Etat dont le navire bat pavillon en est immédiatement informé.

## ARTICLE 13

## Bénéfice de la Convention

Le bénéfice de la présente Convention ne peut être invoqué en faveur d'un navire qui n'est pas titulaire d'un certificat en cours de validité délivré en application de la présente Convention.

## ARTICLE 14

### Traités, conventions et accords antérieurs

1) Tous autres traités, conventions et accords actuellement en vigueur en matière de jaugeage entre les Gouvernements parties à la présente Convention conservent leur plein et entier effet pendant la durée qui leur est assignée en ce qui concerne :

a) les navires auxquels la présente Convention ne s'applique pas;

b) les navires auxquels la présente Convention s'applique, pour tout ce qui touche aux questions qu'elle n'a pas expressément réglées.

2) Toutefois, dans la mesure où ces traités, conventions ou accords sont en conflit avec les dispositions de la présente Convention, ce sont les dispositions de cette dernière qui l'emportent.

## ARTICLE 15

### Communication de renseignements

Les Gouvernements contractants s'engagent à communiquer à l'Organisation et à déposer auprès de celle-ci :

a) un nombre suffisant de modèles des certificats qu'ils délivrent en application de la présente Convention, aux fins de communication aux autres Gouvernements contractants;

b) le texte des lois, ordonnances, décrets, règlements et autres instruments entrés en vigueur et ayant trait aux diverses questions qui relèvent du champ d'application de la présente Convention;

c) la liste des organismes non gouvernementaux habilités à agir en leur nom pour tout ce qui touche au jaugeage, aux fins de communication aux autres Gouvernements contractants.

## ARTICLE 16

### Signature, approbation et adhésion

1) La présente Convention restera ouverte à la signature pendant six mois à compter du 23 juin 1969

et restera ensuite ouverte à l'adhésion. Les gouvernements des Etats membres de l'Organisation des Nations Unies, de l'une de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique, ou parties au Statut de la Cour internationale de Justice, peuvent devenir parties à la présente Convention par :

a) signature sans réserve quant à l'approbation;

b) signature sous réserve d'approbation, suivie d'approbation; ou

c) adhésion.

2) L'approbation ou l'adhésion s'effectue par le dépôt d'un instrument d'approbation ou d'adhésion auprès de l'Organisation, qui doit informer tous les gouvernements ayant signé la présente Convention, ou y ayant adhéré, de toute nouvelle approbation ou adhésion et de la date de dépôt de l'instrument. L'Organisation informe de même tous les gouvernements ayant déjà signé la Convention de toute signature qui serait apposée pendant le délai de six mois compté du 23 juin 1969.

## ARTICLE 17

### Entrée en vigueur

1) La présente Convention entre en vigueur vingt-quatre mois après la date à laquelle au moins vingt-cinq gouvernements d'Etats dont les flottes de commerce représentent au total 65 pour cent au moins du tonnage brut de la flotte de commerce mondiale ont soit signé la Convention sans réserve quant à l'approbation, soit déposé un instrument d'approbation ou d'adhésion conformément à l'article 16. L'Organisation informe tous les gouvernements qui ont signé la présente Convention, ou qui y ont adhéré, de la date de son entrée en vigueur.

2) Pour les gouvernements qui déposent un instrument d'approbation de la présente Convention ou d'adhésion à celle-ci au cours de la période de vingt-quatre mois prévue au paragraphe 1 du présent article, l'approbation ou l'adhésion prend effet au moment de l'entrée en vigueur de la présente Convention ou trois mois après le dépôt de l'instrument d'approbation ou d'adhésion, si cette dernière date est postérieure.

3) Pour les gouvernements qui déposent un instrument d'approbation de la présente Convention ou d'adhésion à celle-ci après la date de son entrée en vigueur, la Convention prend effet trois mois après la date de dépôt de l'instrument considéré.

4) Tout instrument d'approbation ou d'adhésion déposé après la date à laquelle ont été prises toutes les mesures nécessaires pour qu'un amendement à la présente Convention entre en vigueur, ou après la date à laquelle il est jugé, en vertu de l'article 18, paragraphe 2, alinéa b), que toutes les acceptations requises ont été recueillies dans le cas d'un amendement adopté à l'unanimité, est considéré comme s'appliquant au texte modifié de la Convention.

## ARTICLE 18

## Amendements

1) La présente Convention peut être amendée sur la proposition d'un Gouvernement contractant, selon l'une des procédures énoncées dans le présent article.

2) Amendement par approbation unanime :

a) A la demande d'un Gouvernement contractant, le texte de tout amendement qu'il propose d'apporter à la présente Convention est communiqué par l'Organisation à tous les Gouvernements contractants, pour examen en vue de son approbation unanime.

b) Tout amendement ainsi adopté entre en vigueur douze mois après la date de son approbation par tous les Gouvernements contractants, à moins que ceux-ci ne conviennent d'une date plus rapprochée. Un Gouvernement contractant qui n'a pas notifié à l'Organisation son approbation ou son refus de l'amendement dans un délai de vingt-quatre mois à compter de la date où l'Organisation le lui a communiqué, est réputé avoir approuvé ledit amendement.

3) Amendement après examen au sein de l'Organisation :

a) A la demande d'un Gouvernement contractant, l'Organisation examine tout amendement à la présente Convention qui est présenté par ce gouvernement.

Si cet amendement est adopté à la majorité des deux tiers des Membres présents et votants du Comité de la sécurité maritime de l'Organisation, l'amendement est communiqué à tous les Membres de l'Organisation et à tous les Gouvernements contractants six mois au moins avant qu'il ne soit examiné par l'Assemblée de l'Organisation.

b) S'il est adopté à la majorité des deux tiers des Membres présents et votants de l'Assemblée, l'amendement est communiqué par l'Organisation à tous les Gouvernements contractants pour acceptation.

c) Douze mois après la date de son acceptation par les deux tiers des Gouvernements contractants, l'amendement entre en vigueur pour tous les Gouvernements contractants à l'exception de ceux qui, avant son entrée en vigueur, ont fait une déclaration aux termes de laquelle ils ne l'acceptent pas.

d) Au moment de l'adoption d'un amendement, l'Assemblée peut proposer, à la majorité des deux tiers des Membres présents et votants, y compris les deux tiers des gouvernements représentés au Comité de la sécurité maritime présents et votants à l'Assemblée, qu'il soit décidé que celui-ci revêt une importance telle que tout Gouvernement contractant qui fait une déclaration en vertu de l'alinéa c) ci-dessus et n'approuve pas l'amendement dans un délai de douze mois après son entrée en vigueur cessera, à l'expiration de ce délai, d'être partie à la présente Convention. Une telle décision doit recueillir l'approbation préalable des deux tiers des Gouvernements contractants.

e) Aucune des dispositions du présent paragraphe n'empêche le Gouvernement contractant qui a engagé au sujet d'un amendement à la présente Convention la procédure prévue dans ce paragraphe d'adopter à tout moment toute autre procédure qui lui paraîtra souhaitable en application du paragraphe 2 ou du paragraphe 4 du présent article.

4) Amendement par une conférence :

a) Sur demande formulée par un Gouvernement contractant et appuyée par un tiers au moins des Gouvernements contractants, l'Organisation convoque une conférence des gouvernements pour examiner les amendements à la présente Convention.

b) Tout amendement adopté par cette conférence à la majorité des deux tiers des Gouvernements contractants présents et votants est communiqué par l'Organisation à tous les Gouvernements contractants pour acceptation.

c) Douze mois après la date de son acceptation par les deux tiers des Gouvernements contractants, l'amendement entre en vigueur pour tous les Gouvernements contractants, à l'exception de ceux qui, avant son entrée en vigueur, ont fait une déclaration aux termes de laquelle ils ne l'acceptent pas.

d) Au moment de l'adoption d'un amendement, une conférence convoquée en vertu de l'alinéa a) ci-dessus peut décider, à la majorité des deux tiers des Membres présents et votants, que celui-ci revêt une importance telle que tout Gouvernement contractant qui fait une déclaration en vertu de l'alinéa c) ci-dessus et n'approuve pas l'amendement dans un délai de douze mois compté de la date de son entrée en vigueur, cessera, à l'expiration de ce délai, d'être partie à la présente Convention.

5) L'Organisation informe les Gouvernements contractants de tout amendement qui entre en vigueur en vertu du présent article, ainsi que de la date à laquelle chacun de ces amendements prend effet.

6) Toute acceptation ou déclaration faite en vertu du présent article donne lieu au dépôt d'un instrument auprès de l'Organisation, qui en informe tous les Gouvernements contractants.

## ARTICLE 19

## Dénonciation

1) La présente Convention peut être dénoncée par l'un quelconque des Gouvernements contractants à tout moment après l'expiration d'une période de cinq ans à compter de la date à laquelle la Convention entre en vigueur à l'égard de ce gouvernement.

2) La dénonciation s'effectue par le dépôt d'un instrument auprès de l'Organisation, qui fait connaître cette dénonciation et en communique la date de réception à tous les autres Gouvernements contractants.

3) La dénonciation prend effet un an après la date à laquelle l'Organisation en a reçu notification, ou à l'expiration de toute autre période plus longue spécifiée dans l'instrument de dénonciation.

## ARTICLE 20

## Territoires

1) a) Les Nations Unies, lorsqu'elles sont responsables de l'administration d'un territoire, ou tout Gouvernement contractant chargé d'assurer les relations internationales d'un territoire, doivent aussitôt que possible consulter les autorités de ce territoire ou prendre des mesures appropriées pour s'efforcer de lui étendre l'application de la présente Convention et peuvent, à tout moment, déclarer par notification écrite adressée à l'Organisation que la présente Convention s'étend à ce territoire.

b) L'application de la présente Convention est étendue au territoire désigné dans la notification à partir de la date de réception de celle-ci ou de telle autre date qui y est indiquée.

2) a) Les Nations Unies ou tout Gouvernement contractant qui ont fait une déclaration en vertu du paragraphe 1, alinéa a), du présent article postérieurement à l'expiration d'un délai de cinq ans compté de la date à laquelle

l'application de la Convention a été ainsi étendue à un territoire, peuvent déclarer par notification écrite à l'Organisation que la présente Convention cesse de s'appliquer au territoire désigné dans la notification.

b) La Convention cesse de s'appliquer au territoire désigné dans ladite notification un an après la date de sa réception par l'Organisation, ou à l'expiration de toute autre période plus longue spécifiée dans la notification.

3) L'Organisation informe tous les Gouvernements contractants de toute extension de la présente Convention à un ou des territoires en vertu du paragraphe 1 du présent article, ainsi que de toute cessation d'une telle extension en vertu du paragraphe 2, en spécifiant dans chaque cas la date à partir de laquelle la présente Convention est devenue ou cesse d'être applicable.

## ARTICLE 21

### Dépôt et enregistrement

1) La présente Convention sera déposée auprès de l'Organisation et le Secrétaire général de l'Organisation en adressera des copies certifiées conformes à tous les Gouvernements signataires ainsi qu'à tous les gouvernements qui y adhèrent.

2) Dès que la présente Convention entrera en vigueur, son texte sera transmis par le Secrétaire général de l'Organisation au Secrétariat de l'Organisation des Nations Unies pour y être enregistré et publié conformément à l'Article 102 de la Charte des Nations Unies.

## ARTICLE 22

### Langues

La présente Convention est établie en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi. Il en est fait des traductions officielles en langues russe et espagnole, qui seront déposées avec l'exemplaire original revêtu des signatures.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements, ont apposé leur signature à la présente Convention.

FAIT à Londres, ce vingt-trois juin mil neuf cent soixante-neuf.

## ANNEXE I

## REGLES POUR LE CALCUL DE LA JAUGE BRUTE ET DE LA JAUGE NETTE DES NAVIRES

### Règle 1

### Généralités

1) La jauge d'un navire comprend la jauge brute et la jauge nette.

2) La jauge brute et la jauge nette sont calculées conformément aux dispositions des présentes règles.

3) La jauge brute et la jauge nette des nouveaux types d'engins dont les caractéristiques de construction sont telles que l'application des présentes règles serait malaisée ou conduirait à des résultats déraisonnables sont déterminées par l'Administration. Lorsqu'il en est ainsi, cette dernière communique les détails relatifs à la méthode utilisée à l'Organisation, qui les diffuse à titre indicatif aux Gouvernements contractants.

### Règle 2

### Définition des expressions utilisées dans les Annexes

1) Pont supérieur

Le pont supérieur est le pont complet le plus élevé, exposé aux intempéries et à la mer, dont toutes les ouvertures situées dans les parties exposées aux intempéries sont pourvues de dispositifs permanents de fermeture étanches aux intempéries, et en dessous duquel toutes les ouvertures pratiquées dans les flancs du navire sont munies de dispositifs permanents de fermeture étanches aux intempéries. Dans les cas où le pont supérieur présente des décrochements, on prend comme pont supérieur la ligne de la partie inférieure du pont exposé aux intempéries et son prolongement parallèlement à la partie supérieure de ce pont.

2) Creux sur quille

a) Le creux sur quille est la distance verticale mesurée du dessus de la quille à la face inférieure du pont supérieur au livet. Sur les navires en bois ou de construction composite cette distance est mesurée en partant de l'arète inférieure de la râblure de quille. Lorsque les formes de la partie inférieure du maître couple sont creuses ou lorsqu'il existe des galbords épais, cette distance est mesurée à partir du point où le prolongement vers l'axe de la ligne de la partie plate du fond coupe les côtés de la quille.

b) Sur un navire ayant une gouttière arrondie, le creux sur quille se mesure jusqu'au point d'intersection des lignes hors membres du pont et du bordé, prolongées comme si la gouttière était de forme angulaire.

c) Lorsque le pont supérieur présente des décrochements et que la partie surélevée de ce pont se trouve au-dessus du point où l'on doit déterminer le creux sur quille, ce dernier est mesuré jusqu'à une ligne de référence prolongeant la ligne de la partie inférieure du pont parallèlement à la partie surélevée.

3) Largeur

La largeur du navire est la largeur maximale au milieu du navire, mesurée hors membres pour les navires à coque métallique et mesurée hors bordé pour les navires à coque non métallique.

4) Espaces fermés

Les espaces fermés sont tous les espaces limités par la coque du navire, par des cloisons fixes ou mobiles, par des ponts ou des toitures d'abri, autres que des tauds fixes ou amovibles. Aucune interruption dans un pont ni aucune ouverture dans la coque du navire, dans un pont, dans une toiture d'abri ou dans les cloisons d'un espace, pas plus que l'absence de cloisons, n'exempte un espace de l'inclusion dans les espaces fermés.

5) Espaces exclus

Nonobstant les dispositions du paragraphe 4 de la présente règle, les espaces décrits aux alinéas a) à e) du présent paragraphe sont dénommés espaces exclus et ne sont pas compris dans le volume des espaces fermés. Cependant tout espace ainsi défini qui remplit au moins l'une des trois conditions suivantes doit être traité comme espace fermé :

- l'espace est muni de bauquières ou d'autres dispositifs permettant d'arrimer du fret ou des provisions;
- il existe un dispositif de fermeture des ouvertures;
- la construction laisse une possibilité quelconque de fermeture.

a) i) Les espaces situés à l'intérieur d'une construction en face d'une ouverture d'extrémité allant de pont à pont, exception faite d'un bandeau ne dépassant pas de plus de 25 millimètres (un pouce) la hauteur des barrots de pont contigus, et dont la largeur est égale ou supérieure à 90 pour cent de la largeur du pont par le travers de l'ouverture. Cette disposition doit être appliquée de manière à n'exclure des espaces fermés que l'espace compris entre l'ouverture proprement dite et une ligne parallèle à la ligne ou au fronton de l'ouverture, tracée à une distance de celle-ci égale à la moitié de la largeur du pont par le travers de l'ouverture (figure 1, appendice 1).

a) ii) Si, en raison d'une disposition quelconque, à l'exception de la convergence du bordé extérieur, la largeur de l'espace en question devient inférieure à 90 pour cent de la largeur du pont, on ne doit exclure du volume des espaces fermés que l'espace compris entre le plan de l'ouverture et une ligne parallèle passant par le point où la largeur de l'espace devient égale ou inférieure à 90 pour cent de la largeur du pont (figures 2, 3 et 4, appendice 1).

a) iii) Quand un intervalle complètement ouvert, abstraction faite des pavois ou garde-corps, sépare deux espaces quelconques dont l'un au moins peut être exclu en vertu des alinéas a) i) et/ou ii), cette exclusion ne s'applique pas si la séparation entre les deux espaces en question est inférieure à la plus petite demi-largeur du pont au droit de ladite séparation (figures 5 et 6, appendice 1).

b) Les espaces situés sous les ponts ou toitures d'abri, ouverts à la mer et aux intempéries et n'ayant pas sur les côtés exposés d'autres liens avec le corps du navire que les supports nécessaires à leur solidité. Un garde-corps ou un pavois et un bandeau peuvent être installés, ou encore des supports sur le bordé du navire, à condition que l'ouverture entre le dessous du garde-corps ou du pavois et le bandeau n'ait pas une hauteur inférieure à 0,75 mètre (2,5 pieds), ou à un tiers de la hauteur de l'espace considéré, si cette dernière valeur est supérieure (figure 7, appendice 1).

c) Les espaces qui, dans une construction allant d'un bord à l'autre, se trouvent directement en face d'ouvertures latérales opposées ayant une hauteur au moins égale à 0,75 mètre (2,5 pieds) ou à un tiers de la hauteur de la construction, si cette dernière valeur est supérieure. S'il n'existe d'ouverture que sur un seul côté, l'espace à exclure du volume des espaces fermés est limité à l'espace intérieur compris entre l'ouverture et un maximum d'une demi-largeur de pont au droit de l'ouverture (figure 8, appendice 1).

d) Les espaces qui se trouvent immédiatement au-dessous d'une ouverture non couverte ménagée dans le pont, à condition que cette ouverture soit exposée aux intempéries et que l'espace non compris dans les espaces fermés soit limité à la surface de l'ouverture de pont (figure 9, appendice 1).

e) Les niches formées par les cloisons constituant les limites d'une construction, exposées aux intempéries et dont l'ouverture s'étend de pont à pont, sans moyen de fermeture, à condition que la largeur intérieure de la niche ne soit pas supérieure à la largeur de l'entrée et que sa profondeur à l'intérieur de la construction ne soit pas supérieure à deux fois la largeur de l'entrée (figure 10, appendice 1).

6) Passager

Un passager s'entend de toute personne autre que :

a) le capitaine et les membres de l'équipage ou autres personnes employées ou occupées en quelque qualité que ce soit à bord d'un navire pour les besoins de ce navire, et

b) les enfants de moins d'un an.

7) Espaces à cargaison

Les espaces à cargaison qui doivent être compris dans le calcul de la jauge nette sont les espaces fermés qui sont affectés au transport de marchandises destinées à être déchargées du navire à condition que ces espaces aient été compris dans le calcul de la jauge brute. Ces espaces à cargaison doivent être certifiés comme tels par des marques de caractère permanent, composées des lettres CC (cale à cargaison) qui doivent figurer en un endroit tel qu'elles soient aisément visibles et avoir au moins 100 millimètres (4 pouces) de hauteur.

8) Etanche aux intempéries

Un dispositif est dit étanche aux intempéries lorsque dans toutes les conditions rencontrées en mer il ne laisse pas pénétrer l'eau.

## Règle 3

## Jauge brute

La jauge brute (GT) d'un navire est calculée à l'aide de la formule suivante :

$$GT = K_1V$$

où $V$ = volume total de tous les espaces fermés du navire, exprimé en mètres cubes,

$K_1 = 0{,}2 + 0{,}02 \log_{10} V$ ($K_1$ peut aussi être obtenu au moyen de la table donnée à l'appendice 2).

## Règle 4

## Jauge nette

1) La jauge nette (NT) d'un navire est calculée à l'aide de la formule

$$NT = K_2 V_c \left(\frac{4d}{3D}\right)^2 + K_3 \left(N_1 + \frac{N_2}{10}\right),$$

dans laquelle

a) le facteur $\left(\frac{4d}{3D}\right)^2$ ne doit pas être supérieur à 1;

b) le terme $K_2 V_c \left(\frac{4d}{3D}\right)^2$ ne doit pas être inférieur à 0,25 GT;

c) NT ne doit pas être inférieur à 0,30 GT,

et où $V_c$ = volume total des espaces à cargaison, exprimé en mètres cubes,

$K_2 = 0{,}2 + 0{,}02 \log_{10} V_c$ ($K_2$ peut aussi être obtenu au moyen de la table donnée à l'appendice 2),

$K_3 = 1{,}25 \frac{GT + 10\,000}{10\,000}$,

$D$ = creux sur quille au milieu du navire, exprimé en mètres, tel qu'il est défini par la règle 2-2),

$d$ = tirant d'eau hors membres mesuré au milieu du navire, exprimé en mètres, tel qu'il est défini au paragraphe 2 de la présente règle,

$N_1$ = nombre de passagers en cabines ne contenant pas plus de 8 couchettes,

$N_2$ = nombre de passagers autres que ceux en cabines ne contenant pas plus de 8 couchettes,

$N_1 + N_2$ = nombre total de passagers que le navire est autorisé à transporter d'après les indications figurant sur le certificat pour navires à passagers; lorsque $N_1 + N_2$ est inférieur à 13, on considère que $N_1$ et $N_2$ sont égaux à zéro,

GT = jauge brute du navire calculée conformément aux dispositions de la règle 3.

2) Le tirant d'eau hors membres (d), dont il est question au paragraphe 1 de la présente règle, est l'un des tirants d'eau suivants :

a) pour les navires auxquels s'applique la Convention internationale sur les lignes de charge en vigueur, le tirant d'eau correspondant à la ligne de charge d'été (autre que les lignes de charge pour le transport de bois en pontée) assignée conformément à ladite Convention;

b) pour les navires à passagers, le tirant d'eau correspondant à la ligne de charge de compartimentage la plus élevée qui est assignée conformément à la Convention internationale pour la sauvegarde de la vie humaine en mer en vigueur ou, s'il y a lieu, à tout autre accord international;

c) pour les navires qui ne sont pas visés par la Convention internationale sur les lignes de charge mais auxquels est assigné un franc-bord en vertu des règlements nationaux, le tirant d'eau correspondant à la ligne de charge d'été ainsi assignée;

d) pour les navires auxquels il n'est pas assigné de franc-bord mais dont le tirant d'eau est limité en application des règlements nationaux, le tirant d'eau maximal autorisé;

e) pour les autres navires, 75 pour cent du creux sur quille au milieu du navire tel qu'il est défini à la règle 2-2).

## Règle 5

## Modification de la jauge nette

1) Si les caractéristiques d'un navire, telles que V, $V_c$, d, $N_1$ ou $N_2$ définies dans les règles 3 et 4 sont modifiées et s'il en résulte une augmentation de la jauge nette déterminée en vertu de la règle 4, la jauge nette du navire correspondant aux nouvelles caractéristiques doit être fixée et appliquée dans les meilleurs délais.

2) Un navire doté de plusieurs francs-bords aux termes des alinéas a) et b) du paragraphe 2 de la règle 4 ne se verra attribuer qu'une jauge nette unique déterminée conformément aux dispositions de la règle 4, cette jauge devant correspondre au franc-bord assigné approprié au type d'exploitation du navire.

3) Si les caractéristiques d'un navire, telles que V, $V_c$, d, $N_1$ ou $N_2$ définies dans les règles 3 et 4 sont modifiées ou si le franc-bord assigné approprié dont il est question au paragraphe 2 de la présente règle est modifié à la suite d'un changement dans le type d'exploitation du navire et que cette modification entraîne la diminution de la jauge nette déterminée en vertu des dispositions de la règle 4, il n'est pas délivré de nouveau certificat international de jaugeage (1969) indiquant la nouvelle jauge ainsi obtenue, avant l'expiration d'un délai de douze mois à compter de la date à laquelle a été délivré le certificat en cours de validité; toutefois, la présente disposition n'est pas applicable :

a) si le navire change de pavillon; ou

b) si le navire subit des transformations ou des modifications considérées comme importantes par l'Administration, telles que la suppression d'une superstructure entraînant la modification du franc-bord assigné;

c) aux navires à passagers servant au transport d'un grand nombre de passagers sans couchettes lors de voyages de nature particulière, tels que des pèlerinages.

## Règle 6

## Calcul des volumes

1) Tous les volumes compris dans le calcul de la jauge brute et de la jauge nette sont mesurés, quelles que soient les installations d'isolation ou autres aménagements, jusqu'à la face intérieure du bordé

ou des tôles d'entourage de structure dans le cas des navires construits en métal et jusqu'à la face extérieure du bordé ou jusqu'à la face intérieure des surfaces d'entourage de structure dans le cas des navires construits en un autre matériau.

2) Le volume des appendices est compris dans le volume total.

3) Le volume des espaces ouverts à la mer peut être exclu du volume total.

## Règle 7

## Mesurage et calcul

1) Toutes les mesures utilisées dans le calcul des volumes sont prises jusqu'au centimètre ou au 1/20 de pied le plus proche.

2) Les volumes sont calculés selon des méthodes universellement admises pour l'espace considéré et avec une précision jugée acceptable par l'Administration.

3) Le calcul sera suffisamment détaillé pour qu'il puisse être vérifié sans difficulté.

## APPENDICE 1

FIGURES MENTIONNÉES À LA RÈGLE 2, PARAGRAPHE 5)

DANS LES FIGURES CI-APRÈS:
O = ESPACE EXCLU
C = ESPACE FERMÉ
I = ESPACE À CONSIDÉRER COMME ESPACE FERMÉ

LES PARTIES HACHURÉES DOIVENT ÊTRE COMPRISES DANS LES ESPACES FERMÉS.

B = LARGEUR DU PONT PAR LE TRAVERS DE L'OUVERTURE. POUR LES NAVIRES AYANT UNE GOUTTIÈRE ARRONDIE, LA LARGEUR EST MESURÉE COMME L'INDIQUE LA FIGURE 11.

Règle 2(5)(a)(i)

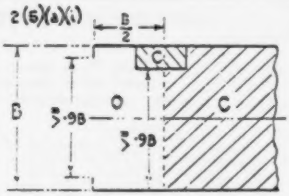

B/2
C
B
≥ .9B
O
C
≥ .9B

Fig. 1

Règle 2(5)(a)(ii)

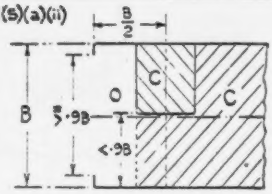

B/2
C
O
C
B
≥ .9B
< .9B

Fig. 2

Règle 2(5)(a)(ii)

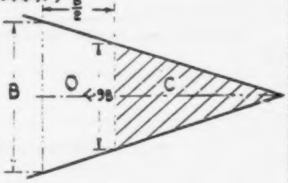


Fig. 3

Règle 2(5)(a)(ii)

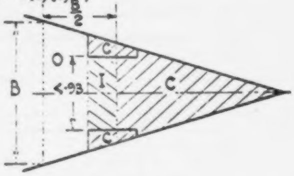

B/2
C
O
I
B
< .9B
C
C

Fig. 4

Règle 2(5)(a)(iii)

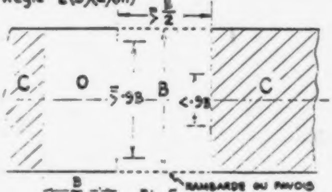

≥ B/2
C
O
≥ .9B
B
< .9B
C
RAMBARDE OU PAVOIS
B/2

Fig. 5

Règle 2(5)(a)(iii)

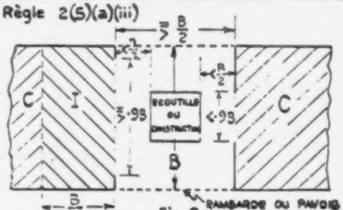

≥ B/2
< B/2
< B/2
C
I
≥ .9B
ÉCOUTILLE OU CONSTRUCTION
< .9B
C
B
B/2
RAMBARDE OU PAVOIS

Fig. 6

Règle 2(5)(b)

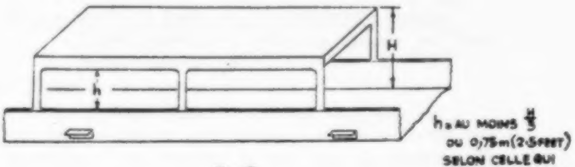

H
h
h = AU MOINS H/3
OU 0,75m (2,5 FEET)
SELON CELLE QUI
EST LA PLUS GRANDE

Fig. 7

Règle 2(5)(c)

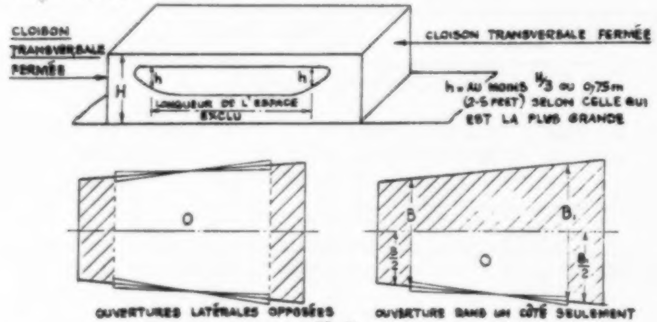

CLOISON TRANSVERSALE FERMÉE
CLOISON TRANSVERSALE FERMÉE
H
h
h
LONGUEUR DE L'ESPACE EXCLU
h = AU MOINS H/3 OU 0,75m (2,5 FEET) SELON CELLE QUI EST LA PLUS GRANDE
O
OUVERTURES LATÉRALES OPPOSÉES
B
B₁
B/2
B₁/2
O
OUVERTURE DANS UN CÔTÉ SEULEMENT

Fig. 8

Règle 2(5)(d)

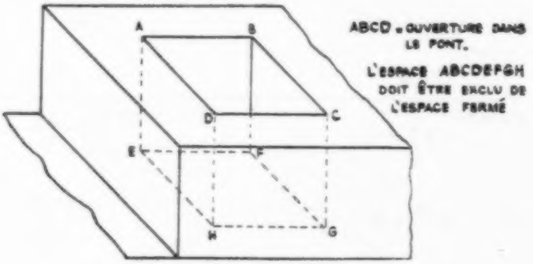

A
B
C
D
E
F
G
H
ABCD = OUVERTURE DANS LE PONT.
L'ESPACE ABCDEFGH DOIT ÊTRE EXCLU DE L'ESPACE FERMÉ

Fig. 9

Règle 2(5)(e)

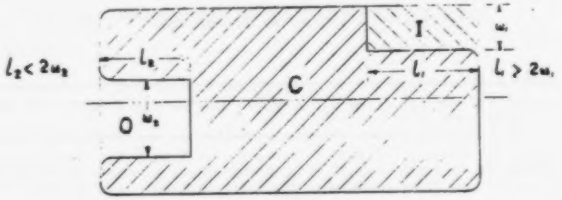

$l_2 < 2w_2$
$l_2$
I
$w_1$
C
$l_1$
$l_1 > 2w_1$
O
$w_2$

Fig. 10

NAVIRE À GOUTTIÈRES ARRONDIES

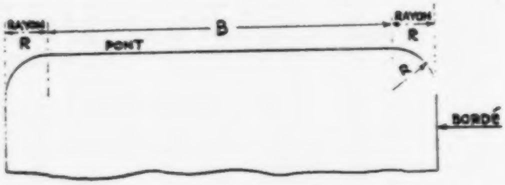

RAYON
R
B
RAYON
R
PONT
R
BORDÉ

Fig. 11

## APPENDICE 2

### COEFFICIENTS $K_1$ ET $K_2$ DES REGLES 3 ET 4 1)

V ou $V_c$ = Volume en mètres cubes

| V ou $V_c$ | $K_1$ ou $K_2$ | V ou $V_c$ | $K_1$ ou $K_2$ | V ou $V_c$ | $K_1$ ou $K_2$ | V ou $V_c$ | $K_1$ ou $K_2$ |
|---|---|---|---|---|---|---|---|
| 10 | 0,2200 | 45 000 | 0,2931 | 330 000 | 0,3104 | 670 000 | 0,3165 |
| 20 | 0,2260 | 50 000 | 0,2940 | 340 000 | 0,3106 | 680 000 | 0,3166 |
| 30 | 0,2295 | 55 000 | 0,2948 | 350 000 | 0,3109 | 690 000 | 0,3168 |
| 40 | 0,2320 | 60 000 | 0,2956 | 360 000 | 0,3111 | 700 000 | 0,3169 |
| 50 | 0,2340 | 65 000 | 0,2963 | 370 000 | 0,3114 | 710 000 | 0,3170 |
| 60 | 0,2356 | 70 000 | 0,2969 | 380 000 | 0,3116 | 720 000 | 0,3171 |
| 70 | 0,2369 | 75 000 | 0,2975 | 390 000 | 0,3118 | 730 000 | 0,3173 |
| 80 | 0,2381 | 80 000 | 0,2981 | 400 000 | 0,3120 | 740 000 | 0,3174 |
| 90 | 0,2391 | 85 000 | 0,2986 | 410 000 | 0,3123 | 750 000 | 0,3175 |
| 100 | 0,2400 | 90 000 | 0,2991 | 420 000 | 0,3125 | 760 000 | 0,3176 |
| 200 | 0,2460 | 95 000 | 0,2996 | 430 000 | 0,3127 | 770 000 | 0,3177 |
| 300 | 0,2495 | 100 000 | 0,3000 | 440 000 | 0,3129 | 780 000 | 0,3178 |
| 400 | 0,2520 | 110 000 | 0,3008 | 450 000 | 0,3131 | 790 000 | 0,3180 |
| 500 | 0,2540 | 120 000 | 0,3016 | 460 000 | 0,3133 | 800 000 | 0,3181 |
| 600 | 0,2556 | 130 000 | 0,3023 | 470 000 | 0,3134 | 810 000 | 0,3182 |
| 700 | 0,2569 | 140 000 | 0,3029 | 480 000 | 0,3136 | 820 000 | 0,3183 |
| 800 | 0,2581 | 150 000 | 0,3035 | 490 000 | 0,3138 | 830 000 | 0,3184 |
| 900 | 0,2591 | 160 000 | 0,3041 | 500 000 | 0,3140 | 840 000 | 0,3185 |
| 1 000 | 0,2600 | 170 000 | 0,3046 | 510 000 | 0,3142 | 850 000 | 0,3186 |
| 2 000 | 0,2660 | 180 000 | 0,3051 | 520 000 | 0,3143 | 860 000 | 0,3187 |
| 3 000 | 0,2695 | 190 000 | 0,3056 | 530 000 | 0,3145 | 870 000 | 0,3188 |
| 4 000 | 0,2720 | 200 000 | 0,3060 | 540 000 | 0,3146 | 880 000 | 0,3189 |
| 5 000 | 0,2740 | 210 000 | 0,3064 | 550 000 | 0,3148 | 890 000 | 0,3190 |
| 6 000 | 0,2756 | 220 000 | 0,3068 | 560 000 | 0,3150 | 900 000 | 0,3191 |
| 7 000 | 0,2769 | 230 000 | 0,3072 | 570 000 | 0,3151 | 910 000 | 0,3192 |
| 8 000 | 0,2781 | 240 000 | 0,3076 | 580 000 | 0,3153 | 920 000 | 0,3193 |
| 9 000 | 0,2791 | 250 000 | 0,3080 | 590 000 | 0,3154 | 930 000 | 0,3194 |
| 10 000 | 0,2800 | 260 000 | 0,3083 | 600 000 | 0,3156 | 940 000 | 0,3195 |
| 15 000 | 0,2835 | 270 000 | 0,3086 | 610 000 | 0,3157 | 950 000 | 0,3196 |
| 20 000 | 0,2860 | 280 000 | 0,3089 | 620 000 | 0,3158 | 960 000 | 0,3196 |
| 25 000 | 0,2880 | 290 000 | 0,3092 | 630 000 | 0,3160 | 970 000 | 0,3197 |
| 30 000 | 0,2895 | 300 000 | 0,3095 | 640 000 | 0,3161 | 980 000 | 0,3198 |
| 35 000 | 0,2909 | 310 000 | 0,3098 | 650 000 | 0,3163 | 990 000 | 0,3199 |
| 40 000 | 0,2920 | 320 000 | 0,3101 | 660 000 | 0,3164 | 1 000 000 | 0,3200 |

Les coefficients $K_1$ ou $K_2$, pour les valeurs intermédiaires de V ou de $V_c$, sont obtenus par interpolation linéaire.

## ANNEXE II

## CERTIFICAT INTERNATIONAL DE JAUGEAGE DES NAVIRES (1969)

(Cachet officiel)

Délivré en vertu des dispositions de la Convention internationale de 1969 sur le jaugeage des navires, au nom du Gouvernement de ................................
(nom officiel complet du pays)

pour lequel la Convention est entrée en vigueur le ..........................19..

par ................................................................
(titre officiel complet de la personne ou de l'organisme reconnu compétent en vertu des dispositions de la Convention internationale de 1969 sur le jaugeage des navires)

| Nom du navire | Numéro ou lettres signalétiques | Port d'attache | Date* |
|---|---|---|---|
| | | | |

* Date à laquelle la quille du navire a été posée ou à laquelle le navire s'est trouvé dans un état d'avancement équivalent (article 2-6) ou date à laquelle le navire a subi des transformations ou modifications importantes (article 3, 2) b)), selon qu'il convient.

### DIMENSIONS PRINCIPALES

| Longueur (article 2-8) | Largeur (règle 2-3) | Creux sur quille au milieu du navire jusqu'au pont supérieur (règle 2-2) |
|---|---|---|
| | | |

### JAUGES DU NAVIRE

JAUGE BRUTE ..........................

JAUGE NETTE ..........................

Il est certifié que les jauges du navire ont été calculées conformément aux dispositions de la Convention internationale de 1969 sur le jaugeage des navires.

Délivré à ................................ Le ...............19....
(lieu de délivrance du certificat) (date de délivrance)

............................................
(signature de l'agent qui délivre le certificat)
et/ou
(cachet de l'autorité qui délivre le certificat)

Si le certificat est signé, ajouter la mention suivante :

Je soussigné certifie être dûment habilité par ledit Gouvernement à délivrer le présent certificat.

................................
(signature)

| ESPACES INCLUS DANS LA JAUGE | | | | | |
|---|---|---|---|---|---|
| JAUGE BRUTE | | | JAUGE NETTE | | |
| Nom de l'espace | Emplacement | Longueur | Nom de l'espace | Emplacement | Longueur |
| Sous-pont | - | - | | | |

NOMBRE DE PASSAGERS (Règle 4-1)

Nombre de passagers en cabines ne contenant pas plus de 8 couchettes ..................

Nombre de passagers autres que ceux en cabines ne contenant pas plus de 8 couchettes ..............................

ESPACES EXCLUS (Règle 2-5)

Marquer d'un astérisque (*) les espaces cités ci-dessus qui comprennent simultanément des espaces fermés et des espaces exclus

TIRANT D'EAU HORS MEMBRES (Règle 4-2)

Date et lieu du jaugeage initial ................................................

Date et lieu du dernier rejaugeage ................................................

OBSERVATIONS :

For the Government of the Kingdom of Afghanistan
Pour le Gouvernement du Royaume d'Afghanistan

For the Government of the People's Republic of Albania
Pour le Gouvernement de la République populaire d'Albanie

For the Government of the Democratic and Popular Republic of Algeria
Pour le Gouvernement de la République algérienne démocratique et populaire

For the Government of the Argentine Republic
Pour le Gouvernement de la République Argentine

Bajo reserva de ratificación

For the Government of the Commonwealth of Australia
Pour le Gouvernement du Commonwealth d'Australie

For the Government of the Republic of Austria
Pour le Gouvernement de la République d'Autriche

For the Government of Barbados
Pour le Gouvernement de la Barbade

For the Government of the Kingdom of Belgium
Pour le Gouvernement du Royaume de Belgique

Sans réserv. d'approbation,

For the Government of the Republic of Bolivia
Pour le Gouvernement de la République de Bolivie

For the Government of the Republic of Botswana
Pour le Gouvernement de la République du Botswana

For the Government of the Federative Republic of Brazil
Pour le Gouvernement de la République fédérative du Brésil

Rubem José Rodrigues de Mattos
Subject to acceptance

For the Government of the People's Republic of Bulgaria
Pour le Gouvernement de la République populaire de Bulgarie

Subject to ratification

For the Government of the Union of Burma
Pour le Gouvernement de l'Union birmane

For the Government of the Republic of Burundi
Pour le Gouvernement de la République du Burundi

For the Government of the Byelorussian Soviet
Socialist Republic
Pour le Gouvernement de la République socialiste soviétique
de Biélorussie

For the Government of the Kingdom of Cambodia
Pour le Gouvernement du Royaume du Cambodge

For the Government of the Federal Republic of Cameroon
Pour le Gouvernement de la République fédérale du Cameroun

For the Government of Canada
Pour le Gouvernement du Canada

Subject to acceptance

For the Government of the Central African Republic
Pour le Gouvernement de la République centrafricaine

For the Government of Ceylon
Pour le Gouvernement de Ceylan

For the Government of the Republic of Chad
Pour le Gouvernement de la République du Tchad

For the Government of the Republic of Chile
Pour le Gouvernement de la République du Chili

For the Government of the Republic of China
Pour le Gouvernement de la République de Chine
Subject to acceptance
Fusung Chu 朱撫松

For the Government of the Republic of Colombia
Pour le Gouvernement de la République de Colombie

**For the Government of the Republic of the Congo**
**Pour le Gouvernement de la République du Congo**

For the Government of the Democratic Republic of the Congo
Pour le Gouvernement de la République démocratique du Congo

For the Government of the Republic of Costa Rica
Pour le Gouvernement de la République du Costa Rica

For the Government of the Republic of Cuba
Pour le Gouvernement de la République de Cuba

For the Government of the Republic of Cyprus
Pour le Gouvernement de la République de Chypre

For the Government of the Czechoslovak Socialist Republic
Pour le Gouvernement de la République socialiste tchécoslovaque

For the Government of the Republic of Dahomey
Pour le Gouvernement de la République du Dahomey

For the Government of the Kingdom of Denmark
Pour le Gouvernement du Royaume du Danemark

Subject to acceptance

For the Government of the Dominican Republic
Pour le Gouvernement de la République Dominicaine

For the Government of the Republic of Ecuador
Pour le Gouvernement de la République de l'Equateur

For the Government of the Republic of El Salvador
Pour le Gouvernement de la République d'El Salvador

For the Government of the Republic of Equatorial Guinea
Pour le Gouvernement de la République de la Guinée équatoriale

For the Government of the Empire of Ethiopia

Pour le Gouvernement de l'Empire d'Ethiopie

For the Government of the Federal Republic of Germany

Pour le Gouvernement de la République fédérale d'Allemagne

subject of acceptance

For the Government of the Republic of Finland

Pour le Gouvernement de la République de Finlande

subject to acceptance

For the Government of the French Républic

Pour le Gouvernement de la République française

sous réserve d'approbation ultérieure

G de Courcel

For the Government of the Gabonese Republic
Pour le Gouvernement de la République gabonaise

For the Government of The Gambia
Pour le Gouvernement de la Gambie

For the Government of the Republic of Ghana
Pour le Gouvernement de la République du Ghana

/ Subject to acceptance.

For the Government of the Kingdom of Greece
Pour le Gouvernement du Royaume de Grèce

Subject to acceptance

For the Government of the Republic of Guatemala
Pour le Gouvernement de la République du Guatemala

For the Government of the Republic of Guinea
Pour le Gouvernement de la République de Guinée

For the Government of Guyana
Pour le Gouvernement de la Guyane

For the Government of the Republic of Haiti
Pour le Gouvernement de la République d'Haïti

For the Government of the Holy See

Pour le Gouvernement du Saint-Siège

For the Government of the Republic of Honduras

Pour le Gouvernement de la République du Honduras

For the Government of the Hungarian People's Republic

Pour le Gouvernement de la République populaire hongroise

For the Government of the Rèpublic of Iceland

Pour le Gouvernement de la République d'Islande

Subject to ~~approval~~ acceptance

For the Government of the Republic of India
Pour le Gouvernement de la République de l'Inde

For the Government of the Republic of Indonesia
Pour le Gouvernement de la République d'Indonésie

Subject to acceptance

(J. A. Lolong)

For the Government of the Empire of Iran
Pour le Gouvernement de l'Empire d'Iran

For the Government of the Republic of Iraq
Pour le Gouvernement de la République d'Irak

For the Government of Ireland
Pour le Gouvernement de l'Irlande

Subject to acceptance
S. G. Sullivan
R. Rodgers.

For the Government of the State of Israel
Pour le Gouvernement de l'Etat d'Israël

subject to acceptance
P. Kenah
P. Milch

For the Government of the Italian Republic
Pour le Gouvernement de la République italienne

Sous réserve d'acceptation
Giuseppe Sacchioli

For the Government of the Republic of the Ivory Coast
Pour le Gouvernement de la République de Côte d'Ivoire

For the Government of Jamaica
Pour le Gouvernement de la Jamaïque

For the Government of Japan
Pour le Gouvernement du Japon

Subject to acceptance
Tsutomu Wada

For the Government of the Hashemite Kingdom of Jordan
Pour le Gouvernement du Royaume hachémite de Jordanie

For the Government of the Republic of Kenya
Pour le Gouvernement de la République du Kenya

For the Government of the Republic of Korea
Pour le Gouvernement de la République de Corée

Subject to acceptance

For the Government of the State of Kuwait
Pour le Gouvernement de l'Etat du Koweït

Subject to acceptance
A. R. Mulla Hussein

For the Government of the Kingdom of Laos
Pour le Gouvernement du Royaume du Laos

For the Government of the Lebanese Republic
Pour le Gouvernement de la République libanaise

For the Government of the Kingdom of Lesotho
Pour le Gouvernement du Royaume du Lesotho

For the Government of the Republic of Liberia
Pour le Gouvernement de la République du Libéria

Subject to acceptance:

For the Government of the Kingdom of Libya
Pour le Gouvernement du Royaume de Libye

For the Government of the Principality of Liechtenstein
Pour le Gouvernement de la Principauté de Liechtenstein

For the Government of the Grand Duchy of Luxembourg

Pour le Gouvernement du Grand-Duché de Luxembourg

For the Government of the Malagasy Republic

Pour le Gouvernement de la République malgache

Sous réserve d'acceptation

For the Government of the Republic of Malawi

Pour le Gouvernement de la République du Malawi

For the Government of Malaysia

Pour le Gouvernement de la Malaisie

For the Government of the Republic of the Maldive Islands
Pour le Gouvernement de la République des Iles Maldives

For the Government of the Republic of Mali
Pour le Gouvernement de la République du Mali

For the Government of Malta
Pour le Gouvernement de Malte

For the Government of the Islamic Republic of Mauritania
Pour le Gouvernement de la République islamique de Mauritanie

For the Government of Mauritius
Pour le Gouvernement de Maurice

For the Government of the United Mexican States
Pour le Gouvernement des Etats-Unis du Mexique

ad referendum,
Eduardo Suárez

For the Government of the Principality of Monaco
Pour le Gouvernement de la Principauté de Monaco

For the Government of the Mongolian People's Republic
Pour le Gouvernement de la République populaire mongole

For the Government of the Kingdom of Morocco
Pour le Gouvernement du Royaume du Maroc

For the Government of the Kingdom of Nepal
Pour le Gouvernement du Royaume du Népal

For the Government of the Kingdom of the Netherlands
Pour le Gouvernement du Royaume des Pays-Bas

Subject to acceptance.

For the Government of New Zealand
Pour le Gouvernement de la Nouvelle-Zélande

For the Government of the Republic of Nicaragua
Pour le Gouvernement de la République du Nicaragua

For the Government of the Republic of the Niger
Pour le Gouvernement de la République du Niger

For the Government of the Federal Republic of Nigeria
Pour le Gouvernement de la République fédérale du Nigéria

For the Government of the Kingdom of Norway
Pour le Gouvernement du Royaume de Norvège

Subject to acceptance
Neuberth Wie

For the Government of Pakistan
Pour le Gouvernement du Pakistan

Subject to acceptance

For the Government of the Republic of Panama
Pour le Gouvernement de la République du Panama

For the Government of the Republic of Paraguay
Pour le Gouvernement de la République du Paraguay

For the Government of the Republic of Peru
Pour le Gouvernement de la République du Pérou

For the Government of the Republic of the Philippines

Pour le Gouvernement de la République des Philippines

Subject to acceptance

For the Government of the Polish People's Republic

Pour le Gouvernement de la République populaire de Pologne

Subject to acceptance

For the Government of the Portuguese Republic

Pour le Gouvernement de la République portugaise

Subject to acceptance

For the Government of the Socialist Republic of Romania

Pour le Gouvernement de la République socialiste de Roumanie

For the Government of the Rwandese Republic
Pour le Gouvernement de la République rwandaise

For the Government of the Republic of San Marino
Pour le Gouvernement de la République de Saint-Marin

For the Government of the Kingdom of Saudi Arabia
Pour le Gouvernement du Royaume de l'Arabie Saoudite

For the Government of the Republic of Senegal
Pour le Gouvernement de la République du Sénégal

best copy available

For the Government of Sierra Leone
Pour le Gouvernement de la Sierra Leone

For the Government of the Republic of Singapore
Pour le Gouvernement de la République de Singapour

For the Government of the Somali Republic
Pour le Gouvernement de la République somalie

For the Government of the Republic of South Africa
Pour le Gouvernement de la République sud-africaine

For the Government of the People's Republic of
Southern Yemen

Pour le Gouvernement de la République populaire du
Yémen du Sud

For the Government of the Spanish State

Pour le Gouvernement de l'Etat espagnol

Subject to acceptance

For the Government of the Republic of the Sudan

Pour le Gouvernement de la République du Soudan

For the Government of the Kingdom of Swaziland

Pour le Gouvernement du Royaume du Souaziland

For the Government of the Kingdom of Sweden
Pour le Gouvernement du Royaume de Suède

Subject to acceptance
Leif Belfrage

For the Government of the Swiss Confederation
Pour le Gouvernement de la Confédération suisse

Sous réserve de ratification (d'approbation)

For the Government of the Syrian Arab Republic
Pour le Gouvernement de la République arabe syrienne

For the Government of the United Republic of Tanzania
Pour le Gouvernement de la République-Unie de Tanzanie

For the Government of the Kingdom of Thailand
Pour le Gouvernement du Royaume de Thaïlande

For the Government of the Togolese Republic
Pour le Gouvernement de la République togolaise

For the Government of Trinidad and Tobago
Pour le Gouvernement de la Trinité-et-Tobago

For the Government of the Republic of Tunisia
Pour le Gouvernement de la République tunisienne

For the Government of the Republic of Turkey

Pour le Gouvernement de la République turque

For the Government of Uganda

Pour le Gouvernement de l'Ouganda

For the Government of the Ukrainian Soviet Socialist Republic

Pour le Gouvernement de la République socialiste soviétique d'Ukraine

For the Government of the Union of Soviet Socialist Republics

Pour le Gouvernement de l'Union des Républiques socialistes soviétiques

с оговоркой о ратификации

For the Government of the United Arab Republic

Pour le Gouvernement de la République arabe unie

Subject to ratification (acceptance) with declaration:

"The Government of the UAR register the following reservation: The signing of this Convention does not prejudice in any way the full application of the Suez Tonnage Rules for the ships using the Suez Canal."

Zakaria Elsadr — Y. A. B

For the Government of the United Kingdom of Great Britain and Northern Ireland

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

Subject to acceptance

For the Government of the United States of America

Pour le Gouvernement des Etats-Unis d'Amérique

Subject to acceptance

Charles B.

For the Government of the Republiç of the Upper Volta

Pour le Gouvernement de la République de Haute-Volta

For the Government of the Eastern Republic of Uruguay

Pour le Gouvernement de la République orientale de l'Uruguay

For the Government of the Republic of Venezuela

Pour le Gouvernement de la République du Venezuela

M Lambrano E.

subject to acceptance

For the Government of the Republic of Viet-Nam

Pour le Gouvernement de la République du Viet-Nam

For the Government of the Independent State of
Western Samoa

Pour le Gouvernement de l'Etat indépendant du
Samoa-Occidental

For the Government of the Yemen Arab Republic

Pour le Gouvernement de la République arabe du Yémen

For the Government of the Socialist Federal Republic of Yugoslavia

Pour le Gouvernement de la République fédérative socialiste de Yougoslavie

sous réserve d'approbation

For the Government of the Republic of Zambia

Pour le Gouvernement de la République de Zambie

Certified true copy of the International Convention on Tonnage Measurement of Ships, 1969, done at London on 23 June 1969, the original of which is deposited with the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme de la Convention internationale de 1969 sur le jaugeage des navires, en date, à Londres, du 23 juin 1969, dont l'original a été déposé auprès de l'Organisation intergouvernementale consultative de la navigation maritime.

For the Secretary-General
of the Inter-Governmental Maritime
Consultative Organization.

Pour le Secrétaire général
de l'Organisation intergouvernementale
consultative de la navigation maritime.

London,
Londres, 2, March, 1970

[SEAL]

# MEXICO

## Health: Scientific Cooperation on Alcohol-Related Problems

***Agreement signed at Washington March 11, 1982;***
***Entered into force March 11, 1982.***

# AGREEMENT FOR SCIENTIFIC COOPERATION ON ALCOHOL-RELATED PROBLEMS
BETWEEN
THE NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM
ALCOHOL, DRUG ABUSE AND MENTAL HEALTH ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
THE MEXICAN INSTITUTE OF PSYCHIATRY.

The National Institute on Alcohol Abuse and Alcoholism, Alcohol, Drug Abuse and Mental Health Administration, Department of Health and Human Services, and the Mexican Institute of Psychiatry, in accordance with the provisions of the Agreement for Scientific and Technical Cooperation between the United States of America and Mexico, effected by exchange of notes signed at Washington, D.C., June 15, 1972,[1]

Affirming their desire to work together in developing programs of health cooperation, convinced that development of such cooperation will serve to strengthen existing ties between both countries, and simultaneously will support the attainment of domestic health goals,

Agree that the following activities be developed for scientific cooperation on alcohol-related problems:

1. Exchange of information in the following areas:

   a. Epidemiological surveys
   b. Biomedical research
   c. Psychosocial and cross-cultural research
   d. Prevention and treatment research
   e. Training and education

2. Scientific Visits:

   Scientists from both countries, expert in the areas of alcohol research and education, will be encouraged to arrange scientific visits to each other's institutions and laboratories to discuss research of mutual interest and to explore opportunities for collaboration. For example, attendance at international meetings might be the occasion for visits to institutions and discussions with scientists for further development of alcohol research collaboration.

---

[1] TIAS 7362; 23 UST 934.

3. Exchange of Scientists and Technicians:

   A work-study program will be developed for the purposes of exchanging information and research techniques and to further scientific cooperation and collaboration. Under this program arrangements will be made to place research scientists, technicians, or other research staff from one country in alcohol research centers, laboratories, or programs of the other country for periods of three (3) months to two (2) years.

4. Pilot Projects:

   Specific plans and research designs for cooperative pilot studies related to a) biomedical data (other areas can be added) and b) community-based, cross-cultural epidemiological research will be developed. Specific hypotheses will be included in the research designs wherever possible and appropriate.

The Directors of the two Institutes are hereby designated as the Coordinators for cooperative efforts conducted under this Agreement between the two Institutes. In addition, the Contact Persons for coordinating communications and other arrangements related to the implementation of this Agreement will be, for the National Institute on Alcohol Abuse and Alcoholism, the Chief of International and Intergovernmental Affairs; for the Mexican Institute of Psychiatry, the Coordinator for the Alcohol Program.

It was further agreed to establish a joint committee of four (4) or five (5) persons from each country, including the designated Coordinators and Contact Persons from the two Institutes, to meet alternately in Mexico and the United States, once each year, or as mutually agreed, for the following purposes:

1. Exchange of information and views of the two Governments on alcohol programs and policies in each country in the areas covered by this Agreement, and on other issues relating to the implementation of this Agreement,

2. Revision of the status of the cooperative activities and accomplishments under this Agreement, and

3. Provision of advice to the two Governments with regard to the implementation of this Agreement.

It is agreed that the following guidelines also apply to activities developed within the framework of this Agreement:

1. Scientific and technological information of a non-

proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Institute through customary channels and in accordance with the normal procedures of the two Institutes.

2. Activities under this Agreement shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

3. Each Institute shall be responsible for its own costs for the cooperative activities under this Agreement, or as otherwise mutually agreed. However, the host Institute shall provide for, or cover the costs of, transportation, lodging, and meals within the borders of its country for official visits under this Agreement, exclusive of the exchange of scientists and technicians, unless otherwise mutually agreed. No support for salaries or training stipends will be provided except when special arrangements have been made.

This Agreement shall enter into force upon signature and remain in force for five (5) years. However, either Institute may at any time give written notice to the other Institute of its intention to terminate this Agreement, in which case this Agreement shall terminate six (6) months after such notice has been given. Termination of this Agreement shall not affect the carrying out of any project or program which has been initiated, but not fully executed at the time of such termination. This Agreement may be extended beyond the five year period by mutual agreement of the two Institutes.

Signed in Washington, D.C., the 11th day of March, 1982, in duplicate in the English and Spanish languages, both texts being equally authentic.

FOR THE NATIONAL INSTITUTE
ON ALCOHOL ABUSE AND ALCOHOLISM

William E. Mayer MD

William E. Mayer, M.D.
Administrator, Alcohol
Drug Abuse & Mental Health
Administration

Loran D Archer

Loran D. Archer, Acting Director,
National Institute on Alcohol Abuse
and Alcoholism

FOR THE MEXICAN INSTITUTE
OF PSYCHIATRY

Ramon de la Fuente, M.D.
Director General

# ACUERDO DE COLABORACION CIENTIFICA SOBRE PROBLEMAS RELACIONADOS CON EL ALCOHOL
ENTRE
EL INSTITUTO MEXICANO DE PSIQUIATRIA
Y
EL NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM
ALCOHOL, DRUG ABUSE AND MENTAL HEALTH ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

El Instituto Mexicano de Psiquiatria y el National Institute on Alcohol Abuse and Alcoholism, Alcohol, Drug Abuse and Mental Health Administration, Department of Health and Human Services, de acuerdo con las estipulaciones de Acuerdo de Cooperacion Cientifica y Tecnica entre los Estados Unidos de Norte America y Mexico, efectuado mediante un intercambio de notas firmadas en Washington, D.C., en fecha 15 de Junio de 1972,

Afirmando el mutuo deseo de colaborar en el desarrollo de programas de cooperacion en salud, convencidos que el desarrollo de tal cooperacion servira para fortalecer los enlaces existentes entre los dos paises, y simultaneamente apoyara el logro de metas locales en la salud.

Acuerdan que las siguientes actividades seran desarrolladas para la cooperacion cientifica relacionada a los problemas con el alcohol:

1. Intercambio de informacion en las siguientes areas:

   a. Estudios epidemiologicos
   b. Investigacion biomedica
   c. Investigacion psicosocial y transcultural
   d. Investigacion de la prevencion y el tratamiento
   e. Adiestramiento y educacion

2. Visitas Cientificas:

   Cientificos de ambos paises, expertos en las areas de investigacion del alcohol y educacion, seran animados a planear mutuamente visitas cientificas, tanto a las instituciones como a los laboratorios para discutir sobre las investigaciones de mutuo interes y para explorar oportunidades de colaboracion. Por ejemplo, la asistencia a reuniones internacionales podria ser la ocasion para visitar las instituciones y departir con los cientificos sobre el desarrollo adicional de la investigacion colaborada.

3. Intercambio de Cientificos y Tecnicos:

   Un programa de estudios sera desarrollado con el fin de intercambiar informacion y tecnicas de investigacion y para colaboracion y cooperacion cientifica adicional. Bajo este programa se haran arreglos para enviar investigadores cientificos, tecnicos, u otro tipo de investigadores de un pais, a centros de investigacion sobre el alcohol, laboratorios, o programas del otro pais, por periodos de tres (3) meses a dos (2) anos.

4. Proyectos Pilotos:

   Planes especificos y disenos de investigacion para estudios pilotos llevados a cabo en cooperación relacionados con: a) datos biomedicos (otras areas pueden ser anadidas) y; b) investigacion epidemiologica transcultural y multicultural, seran desarrollados. Se incluiran hipotesis especificas en los disenos de investigacion siempre que sea posible y adecuado.

Los Directores de los dos Institutos mediante el presente documento son designados como Coordinadores de los esfuerzos de cooperacion entre los dos Institutos. Ademas, las personas designadas para coordinar las comunicaciones y los arreglos para llevar a cabo este Acuerdo seran, por el National Institute on Alcohol Abuse and Alcoholism, el Chief of International and Intergovernmental Affairs, y por el Instituto Mexicano de Psiquiatria, el Coordinador de Programas de Alcohol.

Tambien se acordo establecer una comision conjunta compuesta de cuatro (4) o cinco (5) personas de cada pais, incluyendo los Coordinadores y las personas encargadas de la comunicacion directa entre los dos Institutos, los cuales deberan reunirse, alternativamente en Mexico y los E.E.U.U., una vez al ano, o por mutuo acuerdo, para los siguientes propositos:

1. Intercambio de informacion y puntos de vista de ambos Gobiernos sobre los programas y las politicas de alcohol en cada pais en las areas cubiertas por este acuerdo y sobre otros asuntos relacionados con la realizacion del mismo,

2. Revision del estado de actividades de cooperacion y de los logros alcanzados bajo este acuerdo, y

3. Provision de asesoría a ambos Gobiernos sobre lo referente a realizacion de este acuerdo.

Se acordo que los siguientes puntos tambien se aplican a las actividades desarrolladas dentro de este acuerdo:

1. Informacion cientifica y tecnica sin propietario, proveniente de las actividades cooperativas bajo este

acuerdo, puede ser puesta a disposicion del publico mediante cualquier de los Institutos, a traves de canales acostumbrados y de acuerdo a los procedimientos normales de los dos Institutos.

2. Las actividades bajo este acuerdo deberan estar sujetas a asignaciones presupuestarias, a las leyes aplicables, y a las regulaciones de cada pais.

3. Cada Instituto sera responsable de sus propios gastos destinados a las actividades cooperativas de este acuerdo, o como se convenga de mutuo acuerdo. Sin embargo, el Instituto anfitrion proveera o cubrira los gastos de transporte, hospedaje y comidas, dentro de los limites de su pais, de los oficiales visitas bajo este acuerdo, sin incluir el intercambio de cientificos y tecnicos, a no ser que acuerde mutuamente en otro sentido. No se proveeran salarios ni estipendios para cubrir gastos de adiestramiento a no ser que se hagan arreglos especiales.

Este acuerdo debera entrar en vigencia mediante las firmas necesarias y permanecera en vigencia por cinco (5) anos. Sin embargo, cualquier de los dos Institutos podra en cualquier momento dar un aviso escrito al otro Instituto dando a conocer su intencion de terminar con este acuerdo, en cuyo caso este acuerdo terminaria seis (6) meses despues de que dicho aviso sea entregado. La terminacion de este acuerdo no debera afectar la realizacion de cualquier proyecto o programa que se haya iniciado bajo este acuerdo y que no haya sido completamente ejecutado al tiempo de finalizar este acuerdo. Este acuerdo podra ser extendido por un lapso mayor al periodo de cinco (5) anos mediante un acuerdo mutuo de los dos Institutos.

Firmado en la ciudad de Washington, D.C., en fecha 11 de Marzo de 1982, por duplicado en ambas idiomas, inglés y español, siendo ambas versiones igualmente validas.

POR EL INSTITUTO MEXICANO
DE PSYQUIATRIA

Ramon de la Fuente, M.D.
Director General

POR THE NATIONAL INSTITUTE
ON ALCOHOL ABUSE AND ALCOHOLISM

William E Mayer, MD
William E. Mayer, M.D.
Administrator, Alcohol, Drug Abuse & Mental Health Administration

Loran D Archer
Loran D. Archer, Acting Director
National Institute on Alcohol Abuse and Alcoholism

# PANAMA

## Social Security

*Agreement effected by exchange of notes*
*Signed at Panama March 9, 1982;*
*Entered into force March 9, 1982.*

## *The American Ambassador to the Panamanian Minister of Foreign Relations*

Panama, March 9, 1982

No. 018

Excellency:

I have the honor to refer to recent discussions between representatives of our respective governments concerning an arrangement of payment between the Social Security Administration of Panama and the Panama Canal Commission and the United States Forces for the contribution to be made by the employers in order to assure full insurance coverage for employees covered by the Social Security Administration in accordance with applicable laws and regulations.

I have the honor to propose the following terms of agreement, which will constitute this arrangement of payment:

1. That the agreement become effective for the CSS contributions for 1982, i.e., prospectively;
2. That the CSS contribution will be calculated in accordance with the annual CSS payment schedule after adjustment for the

His Excellency
Jorge E. Illueca,
Minister of Foreign Relations,
Panama, Republic of Panama.

portion that represents the taxes on that payment, and that it will be calculated after the fact as is now done in the Republic of Panama. The payment will be remitted to the Social Security Administration. In addition, that period of earnings used to calculate the contribution (April 16 through August 15) will be adjusted to meet the peculiarities of the U.S. Government payroll system which are on a biweekly rather than a bimonthly or monthly basis--as is generally the case in the Republic of Panama;

3. That the Panama Canal Commission and the U.S. Forces endeavor to obtain the necessary funding authority to cover the amounts of the past due contributions for 1980 and 1981 and that each agency negotiate individual payment schedules which take into account each agency's respective funding problems;
4. That the pension benefits for employees for whom the contributions had not been made for 1980 and 1981 be calculated in the same manner as they would have been calculated had those contributions been made, provided the terms of Paragraph 3 are being met and the regular employer/employee contributions for such employees have been paid;

5. That the matter concerning any interest and penalties that may have accrued on the past due contributions for 1980 and 1981 be submitted to diplomatic channels;
6. That by making this additional payment, it is understood that there is no obligation to pay the first or third portions of the 13th month bonus to employees;
7. That the contribution be made by the employer to ensure an adequate pension benefit for employees enrolled in the mandatory social security system and that it shall not be collected from the wages nor shall it be treated as wages of such employees;
8. That upon reaching agreement, the deductions related to this payment which have been collected from employees during the past year be refunded to such employees.

I have the further honor to propose that this Note and your reply thereto, indicating acceptance of the proposed terms of agreement, shall constitute an Agreement between our two governments in order to assure full insurance coverage for employees of the Panama Canal Commission and the United States Forces covered by the Social Security Administration, effective as of the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Ambler H. Moss Jr.[1]

---

[1] Ambler H. Moss, Jr.

### *The Panamanian Minister of Foreign Relations to the American Ambassador*

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D. M. No. 58

Panamá, R. de P.
9 de marzo de 1982

Señor Embajador:

Tengo el honor de avisar recibo de la nota No.018 de fecha 9 de marzo de 1982, por medio de la cual Vuestra Excelencia, en su condición de Embajador de los Estados Unidos de América ante el Gobierno de la República de Panamá, hace constar lo siguiente:

"Excelencia:

Tengo el honor de referirme a las recientes conversaciones sostenidas entre los representantes de nuestros respectivos Gobiernos relacionadas con el arreglo de pago entre la Caja de Seguro Social de Panamá y la Comisión del Canal de Panamá y las Fuerzas de los Estados Unidos sobre la contribución correspondiente a los empleadores para poder asegurar que los empleados inscritos en el régimen del Seguro Social disfruten de todos los beneficios que ofrece la Caja de Seguro Social de acuerdo con las leyes y reglamentos vigentes.

Tengo el honor de proponer los siguientes términos para un acuerdo, los cuales constituirán este arreglo de pago:

Su Excelencia
Ambler H. Moss Jr.,
Embajador de los Estados Unidos de América
Panamá, República de Panamá.

1. Que el acuerdo comience a regir con la contribución de 1982 a la Caja de Seguro Social o sea, de allí en adelante.

2. Que la contribución de 1982 a la Caja de Seguro Social se calcule después de ajustar la porción que corresponde a los impuestos sobre dicho pago, y que se calcule después de hecha la contribución, tal como se hace actualmente en la República de Panamá, remitiendo el pago a la Caja de Seguro Social conforme al calendario anual de pagos a la Caja de Seguro Social. Además, que el período de salarios devengados que se utiliza para calcular la contribución (del 16 de abril al 15 de agosto) se ajuste para acatar las peculiaridades de los períodos de pago de nóminas del Gobierno de los Estados Unidos, los que ocurren cada dos semanas en lugar de quincenal o mensualmente, como es generalmente el caso en la República de Panamá.

3. Que la Comisión del Canal de Panamá y las Fuerzas de los Estados Unidos se esfuercen en obtener la autorización de fondos necesaria para cancelar el valor de las contribuciones atrasadas de los años 1980 y 1981, y que cada agencia negocie individualmente calendarios de pago tomando en cuenta sus problemas respectivos para obtener fondos.

4. Que los beneficios de pensión de los empleados para quienes no se efectuaran las contribuciones de 1980 y 1981 se calculen de la misma manera como se huebieran calculado si tales pagos se hubieran efectuado, siempre y cuando que los términos del párrafo 3 se están cumpliendo y se hayan pagado las contribuciones obrero-patronales regulares para dichos empleados.

5. Que el asunto relativo a cualquier interés y recargos que se hayan acumulado por razón de las contribuciones atrasadas de 1980 y 1981 sea sometido a los canales diplomáticos.

6. Que al hacer este pago adicional se entiende que no existe obligación de pagar la primera o tercera partida del decimotercer mes a los empleados.

7. Que el patrono haga la contribución para asegurar un beneficio de pensión adecuado para los empleados incorporados al Seguro Social obligatorio, y que dicha contribución no será cobrada de su sueldo ni será tratada como sueldo de tales empleados.

8. Que una vez que se llegue a un acuerdo, los descuentos relativos a este pago que hayan sido cobrados a los empleados durante el pasado año sean reembolsados a dichos empleados.

Tengo además el honor de proponer que esta Nota y la respuesta de Vuestra Excelencia a ésta, indicando una aceptación a los términos propuestos para el acuerdo, constituyan un acuerdo entre nuestros dos Gobiernos para poder asegurar una cobertura completa a los empleados de la Comisión del Canal de Panamá y de las Fuerzas de los Estados Unidos en el Régimen de la Caja de Seguro Social, el cual entrará en vigencia la fecha en que Vuestra Excelencia envíe la respuesta.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración."

En relación con la nota antes transcrita, tengo el honor de expresar a Vuestra Excelencia que mi Gobierno acepta los términos propuestos para este arreglo de pago y que la nota de Vuestra Excelencia y esta nota de respuesta constituyen un Acuerdo entre el Gobierno de la República de Panamá y el Gobierno de los Estados Unidos de América, para poder asegurar una cobertura completa a los empleados de la Comisión del Canal de Panamá y de las Fuerzas de los Estados Unidos en el Régimen de la Caja de Seguro Social, el cual entrará en vigencia en la fecha de la presente comunicación.

Acepte, Excelencia, las seguridades de mi consideración más distinguida.

Jorge E. Illueca

JORGE E. ILLUECA,
Ministro de Relaciones Exteriores.

TRANSLATION

Republic of Panama

Ministry of Foreign Relations
Office of the Minister

Panama, R.P.
March 9, 1982

No. 58

Mr. Ambassador:

I have the honor to acknowledge receipt of note No. 18, dated March 9, 1982, by which Your Excellency, as Ambassador of the United States of America to the Government of the Republic of Panama, informed me of the following:

[For the English language text, see pp. 2468-2471.]

With respect to the note transcribed above, I have the honor to inform Your Excellency that my Government accepts the terms proposed for this arrangement of payment and that Your Excellency's note and this reply constitute an agreement between the Government of the Republic of Panama and the Government of the United States of America to assure full insurance coverage for employees of the Panama Canal Commission and the United States Forces in the Regimen de la Caja de Seguro Social [Social Security Administration]. The agreement enters into force on the date of this note.

Accept, Excellency, the assurances of my highest consideration.

Jorge E. Illueca

Jorge E. Illueca
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States
of America,
Republic of Panama.

# VENEZUELA

## Aviation: Transport Services

*Agreement implementing the agreement of August 14, 1953, as amended.*
*Effected by exchange of notes*
*Dated at Caracas October 29 and November 9, 1982;*
*With attachments.*
*Entered into force November 9, 1982.*

### *The Venezuelan Ministry of Foreign Relations to the American Embassy*

REPUBLICA DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES

PE/T DIRECCION DE POLITICA EXTERIOR

02081

EL MINISTERIO DE RELACIONES EXTERIORES saluda atentamente a la Honorable Embajada de los Estados Unidos de América en la oportunidad de comunicarle formalmente que el Gobierno Nacional acepta los términos del Memorando de Consulta suscrito en Washington el día 22 de octubre de 1982, así como del Memorando de Entendimiento y su Anexo (Adjunto2) y de los Cuadros de Rutas (Adjunto 3y4). Asimismo se permite proponer que esta nota y la respuesta afirmativa del Ilustrado Gobierno de los Estados Unidos de América, constituyan el canje de notas diplomáticas previsto en el párrafo H del Memorando de Entendimiento y que la fecha de la respuesta sea la de su entrada en vigor definitiva.

EL MINISTERIO DE RELACIONES EXTERIORES se vale de la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

Caracas, 29 OCT. 1982

### *The American Ambassador to the Venezuelan Minister of Foreign Relations*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 657 Caracas, November 9, 1982

Excellency:

I have the honor to refer to Note No. PE/T 02081 dated October 29, 1982 of the Ministry of Foreign Relations of the Republic of Venezuela which states as follows:

"The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and takes the opportunity to inform it that the National Government accepts the terms of the Memorandum of Consultation subscribed to in Washington on October 22, 1982, as well as those of the Memorandum of Understanding, of its Annex (Annex 2), and of the route schedules (Annexes 3 and 4). It is likewise proposed that this note, and the affirmative reply by the Government of the United States of America, constitute the exchange of diplomatic notes stipulated in paragraph H of the Memorandum of Understanding, and that the date of the reply shall be the date of its definitively coming into effect.

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

I have the further honor on behalf of the Government of the United States of America to accept your proposal that the Memoranda and annexes referred to in your Note, copies of which are attached to this Note, shall enter into force as of today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

George W. Landau[1]

Enclosure:
Copies of Memorandum of Understanding on Civil Aviation initialed October 22, 1982

His Excellency
Jose Alberto Zambrano Velasco
Minister of Foreign Relations,
Caracas

---

[1] George W. Landau.

## MEMORANDUM OF CONSULTATION

Delegations representing the Government of the United States of America and the Government of Venezuela met in Washington from October 12 to October 22, 1982, to discuss matters of mutual concern regarding air services between the United States and Venezuela. The members of the two delegations are listed at Attachment 1.[1]

The delegations agreed to recommend that their respective governments approve the interim capacity arrangement and new provision on advertising contained in the Memorandum of Understanding (Attachment 2).

The delegations approved the schedules at Attachment 3 for the period November 1, 1982 through April 30, 1983. These schedules will be the base level for the Low Season described in Paragraph I(A) of the Annex to the Memorandum of Understanding. The schedules of authorized flights for the period May 1 - October 31, 1982, contained in the technical committee's report of April 30, 1982, will be the base level for the High Season. Both the base level schedules for the High and Low Seasons are attached to, and form part of, the Annex to the Memorandum of Understanding.

The Parties could not agree on the level of services to be operated in fifth freedom markets. To accommodate their differences, a modus operandi was established under the terms of which the United States' designated airline could board up to 190 revenue passengers at Caracas on each of its three weekly L-1011 services to Rio de Janeiro. In the event the United States' designated airline alters its service pattern to two weekly DC-10 services, boardings would not be limited. Should the carrier, for operational reasons, shift to two weekly B-747 services, it could board at Caracas up to 570 passengers per week. The Parties agreed that the issue of levels of service in Fifth Freedom markets would be reviewed in April 1983.

---

[1] Not printed.

| | |
|---|---|
| Thomas C. Colwell<br>Chairman<br>United States Delegation | General Mariano Marquez Oropeza<br>Chairman<br>Venezuela Delegation |

October 22, 1982

Attachment 2

## MEMORANDUM OF UNDERSTANDING

The United States and Venezuelan Delegations could not agree upon the appropriate implementation of the capacity provisions in Section IV of the Annex to the Air Transport Services Agreement, signed at Caracas, August 14, 1953.[1] In order to accommodate their differences, and in order to avoid conditions that could prevent market development, the Parties agreed to apply, until April 30, 1985, the following principles with respect to the level of capacity that will be authorized to operate in the U.S.-Venezuela market:

A. that no designated airline shall be required to operate on a specified route at a load factor in excess of 70%. Note: when an airline's load factor on a specified route was greater than 70% during the previous corresponding period, it will be permitted in the following corresponding period to increase capacity by an amount that will result in a load factor of not less than 70%.

B. that if the load factor of one designated airline on a specified route in the previous corresponding period was less than 60%, the other designated airline on that route would not be entitled to increase its capacity in the following corresponding period except insofar as an increase is required to meet the terms of paragraph A above.

C. that, except as conditioned by paragraph B above, the designated airlines of both Parties should be allowed to increase capacity based on projected market growth. The increase in capacity by a designated airline to accommodate market growth will be calculated in accordance with the provisions of the Annex.

---

[1] TIAS 2813, 3117, 7549, 8433; 4 UST 1493; 5 UST 2541; 24 UST 271; 27 UST 4111.

D. In the event a substantial imbalance should develop in the respective capacities offered by designated airlines on a specified route or in a sub-market, the Parties agreed that they will consult to determine what appropriate measures should be taken. In this context, the Parties may decide to assign the matter for review at the working group level.

E. The Parties have developed in the attached Annex further details with respect to the capacity principles agreed upon and the procedures whereby those principles will be implemented.

F. In recognition that the exchange of traffic rights referred to in the Agreement has as its basic purpose the operation of air services between the two countries, the Delegations agreed that:

(a) With the exception of flights operated by the designated airlines of the United States between Puerto Rico or the U.S. Virgin Islands and other points in United States territory; or points in third countries intermediate thereto, the airlines designated by both Governments will not operate behind the territory of either of their respective homelands to points in third countries without a change in flight numbers.

(b) The airlines designated by both Governments will abstain from the use of terms such as "single plane" or "service without change of plane" or "service without change of flight number" or similar terms which may imply that such services are operated without a change of plane or flight number on operations behind either of their respective homelands except as provided in sub-paragraph (a) above.

(c) The airlines designated by both Governments will be free to advertise and promote their services between any points in the two countries but will abstain from advertising or promoting services in a manner which would not be consistent with, or appropriate under, the terms of the Agreement.

G. If either Party elects not to adhere to the capacity principles described in paragraphs (A) through (D) (above) or the capacity provisions contained in the Annex, the other Party may terminate this Understanding, on 30 days notice, by notifying the first Party in writing, via diplomatic channels. Otherwise, either Party may terminate this Understanding on four months notice by notifying the other Party in writing via diplomatic channels.

H. This Memorandum of Understanding will enter into force upon exchange of Diplomatic Notes at completion of each Government's statutory procedures for ratification.

This Memorandum of Understanding shall terminate on April 30, 1985, unless extended by an exchange of Diplomatic Notes. This Memorandum of Understanding supercedes the provisions contained in paragraphs 3(A) through 3(J) and 4(A) through 4(C) of the Memorandum of Consultation signed December 21, 1971,[1] and the Memorandum of Consultation of February 28, 1975.[1]

---

[1] Not printed.

## ANNEX

### I. Filing of Schedules

A. Each designated airline shall file with the aeronautical authority of the other Party its schedule for a six-month season at least one hundred (100) days prior to the effective date of that schedule. The effective dates for each such schedule shall be as follows:

May 1 through October 31 (High Season),
November 1 through April 30 (Low Season).

This schedule shall include information normally required by the aeronautical authority for scheduled flights operating in specified periods during each six-month season.

B. At any time, a designated airline may file with the aeronautical authority of the other Party an amended schedule which:

(1) does not represent an increase in capacity; such schedule shall be filed at least fifteen (15) days prior to its effective date or, exceptionally, in less time; or

(2) meets the requirements of paragraph (A)(1) or (A)(2) of Section IV; such schedule shall be filed at least fifteen (15) days prior to its effective date; or

(3) represents an increase in capacity; such schedule shall be filed at least thirty (30) days prior to its effective date.

C. Reconfiguration of the seating capacity of an aircraft of the same type and series will not be considered a change in capacity for purposes of this Understanding nor will it require amendment of schedules unless the reconfiguration produces a single class of service with high density seating for the entire aircraft.

II. Procedures for Action by Aeronautical Authorities

A. When a schedule has been filed under paragraph I (A), the respective aeronautical authority shall issue a notice of approval seventy five (75) days prior to the schedule's effective date for that portion of the schedule on which neither Party has requested consultations pursuant to paragraph (A) of Section III.

B. When an amended schedule has been filed under paragraphs I (B)(1) or (2), the respective aeronautical authority shall approve the schedule within fifteen (15) days of receipt.

C. When an amended schedule has been filed under paragraph I (B)(3), the respective aeronautical authority shall act on the schedule within thirty (30) days of receipt.

III. Consultation Procedures

A. If a Party objects to an increase in capacity and/or frequency in a schedule filed in accordance with paragraph I(A), it shall so notify the other Party via diplomatic channels not later than seventy five (75) days prior to the effective date of the schedule. This notice shall specify the route or routes and that portion of the capacity and/or frequency increase of concern. This notice shall also specify whether or not the Party issuing the notice requests consultations.

B. Consultations requested by either Party shall commence at least forty five (45) days prior to the effective date of the proposed schedule. These governmental consultations may, when both Parties agree,include technical working groups with expert advisors. To reach agreement in these consultations Parties will follow the principles established in the Memorandum of Understanding and the provisions of this Annex. The Governments will take a decision on any agreement reached in these consultations not later than thirty (30) days prior to the proposed schedule's effective date.

IV. Criteria for Service Levels and Capacity

A. Each Party shall approve a schedule for a specified route filed by a designated airline of the other Party if the capacity contained in that schedule is the same as or less than : (1) the capacity at which that designated airline operated during the same or the previous corresponding specified period on that route; (2) the capacity operated by its designated airline during either the same or the previous corresponding specified period on that route.

B. Notwithstanding paragraph (A) of this section, each Party shall permit the operation of a schedule for a specified route filed by a designated airline of the other Party, taking into account (A) through (D) of this Memorandum of Understanding:

1. when that airline's load factor on scheduled

flights was greater than 70 percent during the previous corresponding specified period on that route, allowing the airline to increase capacity by an amount that will result in a load factor of not less than 70 percent. (This increased capacity will be calculated by dividing the actual number of passengers carried on that airline's scheduled flights operated during the previous corresponding specified period by .7);

2. when

   (a) that airline's load factor was greater than 70 percent and the load factor of the airline of other Party was between 60 and 70 percent for scheduled flights on that route during the previous corresponding period, allowing the airline:

      (i) in addition to paragraph (1) above, to also increase capacity to accommodate market growth calculated on carriage of the additional traffic at a load factor of 70 percent, or

      (ii) to increase capacity to accommodate market growth calculated on carriage of the additional traffic at a load factor of 65 percent without simultaneous recourse to the provision of paragraph (1) above,

   (b) the load factors of the airlines of both Parties were greater than 60 percent for scheduled flights on that route during the previous corresponding period, allowing that airline to increase capacity to accommodate market growth calculated on carriage of the additional traffic at a load factor of 65 percent,

(c) the load factors of the airlines of both Parties were greater than 70 percent for scheduled flights on that route during the previous corresponding period, allowing each airline to:

  (i) increase capacity by an amount that will result in a load factor of not less than 70 percent for the passengers carried on the airline's scheduled flights operated during the previous corresponding specified period, and

  (ii) to also increase capacity to accommodate market growth calculated on carriage of the additional traffic at a load factor of 65 percent.

(d) that airline's load factor was greater than 60 percent for scheduled flights on that route during the previous corresponding period and no airline of the other Party is operating on the route, allowing that airline to increase capacity to accommodate market growth calculated on carriage of the additional traffic at a load factor of 65 percent.

C. The projected number of passengers in paragraph (B) (2) of this section that will travel over a specified route will be calculated using a growth projection based on the results of a regression analysis (least squares) of actual total traffic carried by the designated airlines of both Parties on that route during the last four 12-month periods. The growth rate of the four most recent 12-month periods that end April 30 will be applied to the specified periods between November 1 and April 30. The growth rate of the four most recent 12-month periods that end October 31 will be applied to the specified periods between May 1 and October 31. The projected number of passengers for each designated airline in each specified period on a specified route, will be calculated by multiplying the total actual traffic carried by each airline during the previous corresponding period on that route by the growth rate determined by regression analysis.

D. Each designated airline may also operate, with the approval of the aeronautical authority of the other Party, extra flights to meet unanticipated market demands, and may also substitute aircraft on an occasional basis for operational reasons.

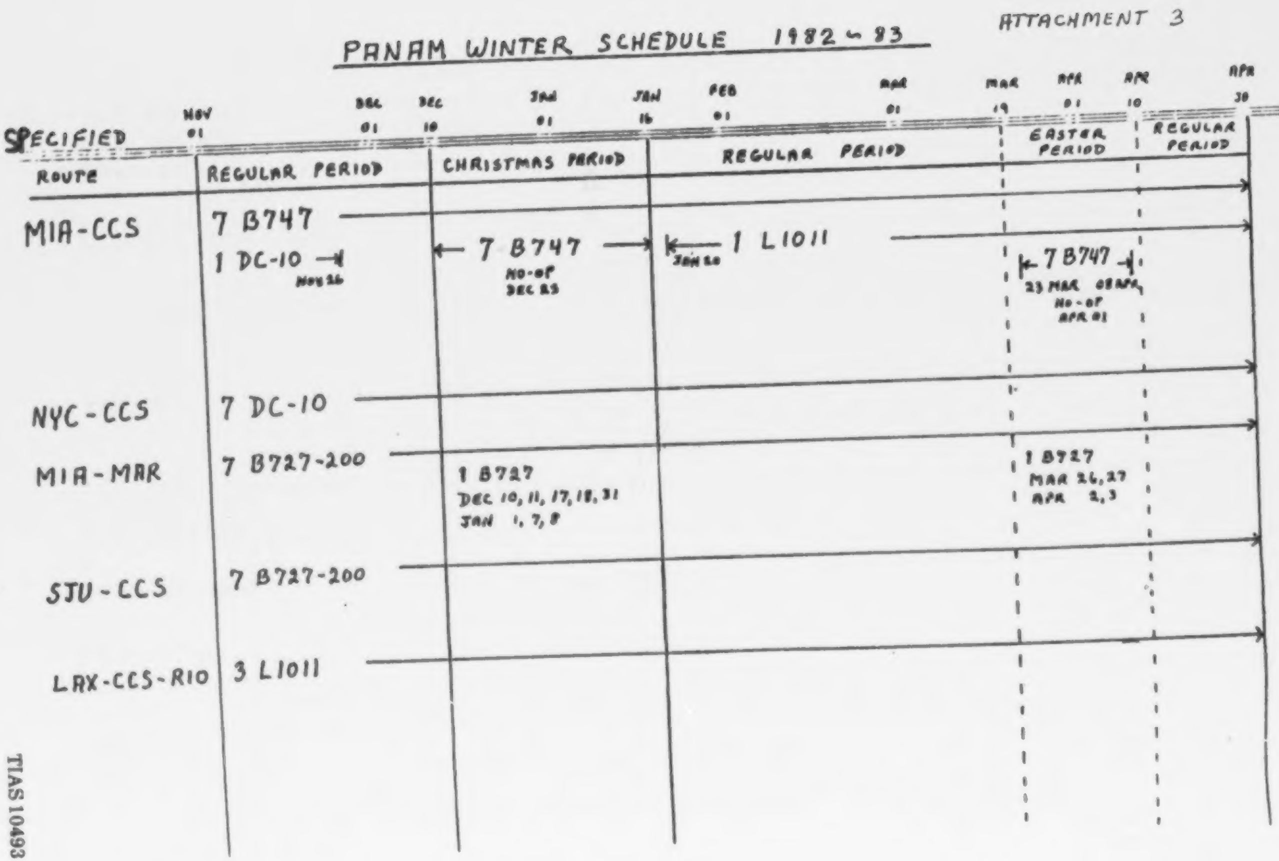
V. Special Situations

A. If a Party replaces a designated airline with another designated airline on a specified route, the replacement airline shall, at its discretion, be entitled to initiate operations with the same capacity that had been approved for the previous designated airline during the same or the previous corresponding specified period.

B. When a designated airline plans to initiate service on a route on which there is no service by a designated airline, the airline initiating service shall file its schedule for that route with the aeronautical authorities of both Parties 60 days prior to its effective date. If by the 45th day prior to the effective date of the schedule no objection is received from either Party the schedule will be considered approved. If either Party objects to a schedule before the 45th day prior to the effective date of that schedule the Parties will endeavor to reach agreement on the schedule to be operated. If the Parties do not reach agreement, the designated airline will be authorized, not later than the 15th day prior to the schedule's effective date, to begin operating the schedule on its effective date, at the designated airline's discretion, with no more than three frequencies per week.

C. When an airline plans to initiate service on a route on which there is already service by a designated airline, the airline initiating service shall file its schedule for that route with the aeronautical authorities of both Parties sixty (60) days prior to its effective date. If by the 45th day prior to the effective date of the schedule no objection is received from either Party the schedule will be considered approved. Prior to the 45th day, either Party may refer the schedule to a technical working group for study and a recommendation of the levels of service that both airlines should operate on that route.

ATTACHMENT 3



ATTACHMENT 3

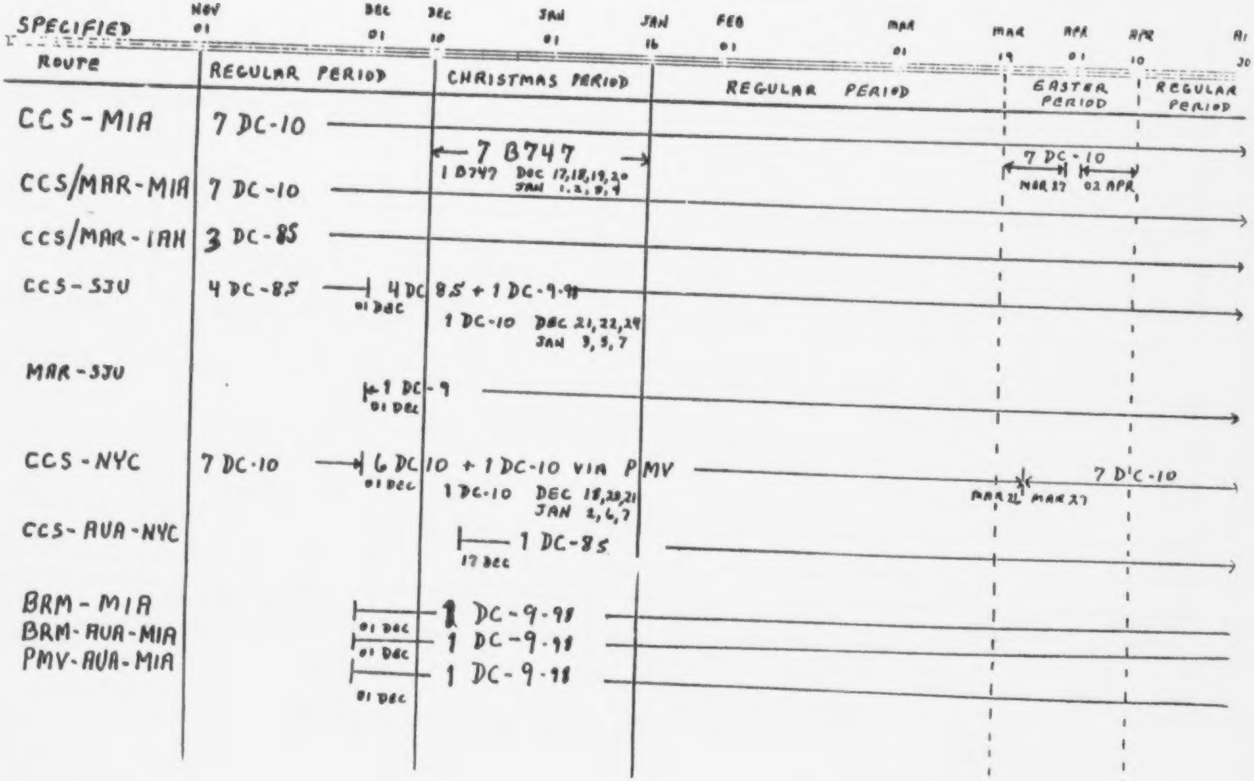
PANAM WINTER SCHEDULE 1982-83

NOV 01 · DEC 01 · DEC 10 · JAN 01 · JAN 16 · FEB 01 · MAR 01 · MAR 19 · APR 01 · APR 10 · APR 30

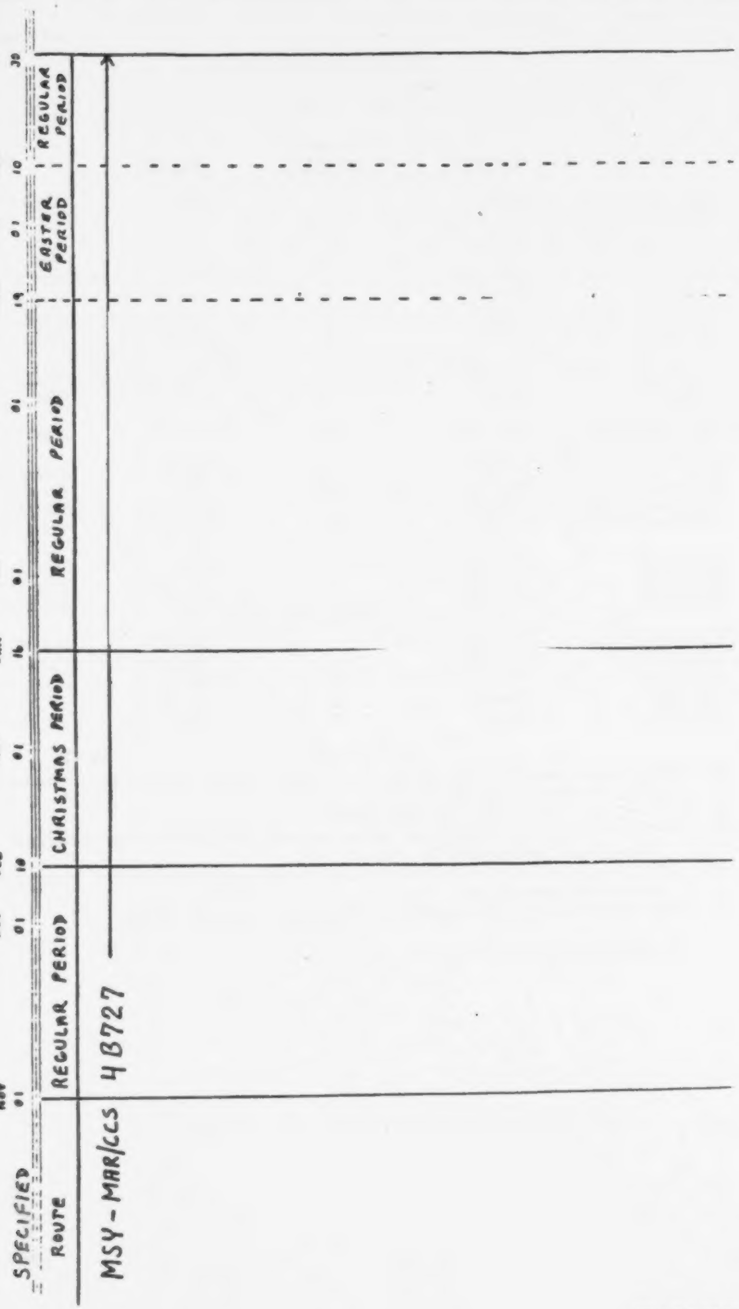
SPECIFIED

| ROUTE | REGULAR PERIOD | CHRISTMAS PERIOD | REGULAR PERIOD | EASTER PERIOD | REGULAR PERIOD |
|---|---|---|---|---|---|
| MIA-CCS | 7 B747<br>1 DC-10 NOV 26 | 7 B747<br>NO-OP DEC 25 | JAN 20 1 L1011 | 7 B747<br>23 MAR 08 APR<br>NO-OP APR 01 | |
| NYC-CCS | 7 DC-10 | | | | |
| MIA-MAR | 7 B727-200 | 1 B727<br>DEC 10, 11, 17, 18, 31<br>JAN 1, 7, 8 | | 1 B727<br>MAR 26, 27<br>APR 2, 3 | |
| SJU-CCS | 7 B727-200 | | | | |
| LAX-CCS-RIO | 3 L1011 | | | | |

## VIASA WINTER SCHEDULE 1982 ~ 83



CONTINENTAL WINTER SCHEDULE 1982 - 83


SPECIFIED ROUTE
NOV 01
DEC 01
DEC 18
JAN 01
JAN 16
FEB 01
MAR 01
MAR 19
APR 01
APR 10
APR 30
REGULAR PERIOD
CHRISTMAS PERIOD
REGULAR PERIOD
EASTER PERIOD
REGULAR PERIOD
MSY-MAR/CCS
4 B727

Attachment 3

### OPERATING SCHEDULES
### MAY 1 - OCTOBER 31, 1982
### for VIASA, PANAM & BRANIFF

| Route | Carrier | Frequencies Per Week | Aircraft | Period |
|---|---|---|---|---|
| MSY-MAR/CCS | Braniff | 4 | B727 | Jun 6 - Oct 31 |
| CCS/MAR-IAH | VIASA | 3 | DC-8S | Jun 1 - Oct 31 |
| SJU-CCS | Pan Am | 3 | DC-10 | May 1 - Oct 31 |
| SJU-CCS | Pan Am | 1 | B727 | May 1 - Oct 31 |
| CCS-SJU | VIASA | 5 | DC-8S | May 1 - May 31 |
| CCS-SJU | VIASA | 2 | DC-10 | Jun 1 - Oct 31 |
| CCS-SJU | VIASA | 3 | DC-8S | Jun 1 - Oct 31 |
| NYC-CCS | Pan Am | 7 | DC-10 | May 1 - Oct 31 |
| CCS-NYC | VIASA | 7 | DC-10 | May 1 - Oct 31 |
| LAX-CCS-RIO | Pan Am | 3 | L1011 | May 1 - Oct 31 |
| MIA-MAR | Pan Am | 6 | B727 | May 1 - Jun 30 |
| MIA-MAR | Pan Am | 7 | B727 | Jul 1 - Oct 31 |
| CCS/MAR-MIA | VIASA | 4 | DC-10 | May 1 - Oct 31 |
| CCS/MAR-MIA | VIASA | 3 | DC-10 | Jul 1 - Sep 18 |
| MIA-CCS | Pan Am | 7 | B747 | May 1 - Oct 31 |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | May 1 - Jul 22 * |
| MIA-CCS | Pan Am | 9 | B747 | Jul 23 - Sep 23[1/*] |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | Sep 24 - Sep 30 |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | Oct 1 - Oct 31 [3/*] |
| CCS-MIA | VIASA | 7 | DC-10 | May 1 - Oct 31 |
| CCS-MIA | VIASA | 11 | DC-10 | Jul 18 - Sep 15[1/*] |
| (CCS-MIA | VIASA | 9 | B747 | Jul 18 - Sep 18[1/*] |

1/ These dates refer to a sixty day period adjustable at the airlines discretion between July 1 and September 30, 1982.

2/ A DC-10 or a "rope-off" equivalent thereto.

3/ To be reviewed as provided in paragraph three of the "Report of the Technical Committees" dated April 30, 1982.

4/ VIASA may substitute this capacity in lieu of operating eleven DC-10 frequencies during this same period.

* To be approved by the Aeronautical Authorities as special flights.

[Footnotes in the original.]

Attachment 3

### Specified Periods

The specified periods are as follows:

Easter Period - 14 days before Easter Sunday
to 7 days after Easter Sunday

Summer Period - July 10 through September 26

Christmas Period - December 9 through January 17

The intervals between the above specified periods will be considered as Regular periods.

## MEMORANDO DE CONSULTA

Las Delegaciones del Gobierno de Venezuela y del Gobierno de los Estados Unidos de América se reunieron en Washington del 12 al 22 de octubre de 1982 para tratar cuestiones de mutuo interés referentes a servicios aéreos entre Venezuela y los Estados Unidos. Los miembros de las dos Delegaciones aparecen en el documento Adjunto 1.

Las Delegaciones convinieron en recomendar a sus respectivos Gobiernos aprobar el arreglo interino sobre capacidad y la nueva disposición sobre publicidad contenidos en el Memorando de Entendimiento (Adjunto 2).

Las Delegaciones aprobaron los itinerarios del Adjunto 3 para el periodo del 1° de noviembre de 1982 al 30 de abril de 1983. Estos itinerarios constituirán el nivel base para la temporada baja descrita en el Párrafo I (A) del Anexo al Memorando de Entendimiento. Los itinerarios de vuelos autorizados para el período del 1° de mayo al 31 de octubre de 1982, contenidos en el informe del comité técnico de 30 de abril de 1982, constituirán el nivel base para la temporada alta. Los itinerarios de nivel base para ambas temporadas acompañan y forman parte del Anexo al Memorando de Entendimiento.

Las Partes no pudieron convenir en el nivel de servicios a ser operados en los mercados de quinta libertad. Para acomodar sus diferencias, se estableció un Modus Operandi según cuyos términos la línea aérea designada de los Estados Unidos podrá abordar hasta 190 pasajeros pagos en Caracas en cada uno de sus tres servicios L-1011 semanales a Río de Janeiro. En el caso de que la línea aérea de los Estados Unidos cambie su modalidad de servicio a dos servicios DC-10 semanales, no se limitará dicho número de pasajeros. En el caso de que la línea aérea, por razones operacionales, cambie a dos servicios B-747 semanales, podrán abordar en Caracas hasta 570 pasajeros por semana. Las Partes convinieron que la cuestión de niveles de servicios en mercados de Quinta Libertad sería considerada en abril de 1983

General Mariano Márquez Oropeza
Presidente
Delegación de Venezuela

Thomas C. Colwell
Presidente
Delegación de los Estados Unidos

22 de octubre de 1982

Adjunto 2

## MEMORANDO DE ENTENDIMIENTO

Las Delegaciones de Venezuela y de los Estados Unidos no pudieron ponerse de acuerdo con respecto a la debida implementación de las disposiciones sobre capacidad de la Sección IV del Anexo al Convenio Sobre Transporte Aéreo, firmado en Caracas el 14 de agosto de 1953. Con el fin de acomodar sus diferencias y con el fin de evitar condiciones que podrían impedir el desarrollo del mercado, las Partes acordaron aplicar, hasta el 30 de abril de 1985 los siguientes principios con respecto al nivel de capacidad que será autorizado para operar en el mercado Estados Unidos - Venezuela:

A. Que a ninguna línea aérea designada se le requerirá operar en una ruta especificada con un factor de carga de pasajeros en exceso del 70%. NOTA: Cuando el factor de carga de pasajeros de una línea aérea en una ruta especificada hubiera sido superior al 70% durante el período anterior correspondiente, se le permitirá, para el siguiente período correspondiente, incrementar la capacidad en una cantidad que de por resultado un factor de carga de pasajeros no menor al 70%.

B. Que si el factor de carga de pasajeros de una línea aérea designada en una ruta especificada en el período anterior correspondiente hubiera sido menor al 60%, la otra linea aérea designada en esa misma ruta no tendría derecho a incrementar su capacidad en el período siguiente correspondiente, excepto que un incremento sea requerido para cumplir con los términos del párrafo A precedente.

C. Que, salvo según la condición prevista en el párrafo B que antecede, a las líneas aéreas de ambas Partes deberá permitírseles incrementar la capacidad sobre la base de las proyecciones del crecimiento del mercado. Los incrementos de capacidad de una línea aérea, para acomodar el crecimiento se calcularán de conformidad con las disposiciones del Anexo.

D. En el caso que se produzca un desequilibrio considerable en las respectivas capacidades ofrecidas por las líneas aéreas designadas en una ruta especificada o en un sub-mercado, las Partes acordaron que se consultarán para determinar las medidas apropiadas que deban tomarse. En este contexto, las Partes podrían decidir remitir el caso para su revisión al nivel de grupo de trabajo.

E. Las Partes han elaborado en el Anexo adjunto más detalles con respecto a los principios de capacidad acordados y los procedimientos por medio de los cuales estos principios serán implementados.

F. Reconociendo que el intercambio de derechos de tráfico a que se hace alusión en el Convenio tiene como finalidad básica la prestación de servicios aéreos entre los dos países, las Delegaciones han acordado que:

a) Con excepción de los vuelos de las líneas aéreas designadas de los Estados Unidos entre Puerto Rico o las Islas Vírgenes de los Estados Unidos y otros puntos del territorio de los Estados Unidos, o puntos situados en terceros países intermedios, las líneas aéreas designadas por ambos Gobiernos no prestarán servicios detrás del territorio de cualquiera de sus respectivos países a puntos situados en terceros países sin cambiar el número de vuelo.

b) Las líneas aéreas designadas por ambos Gobiernos se abstendrán del uso de expresiones tales como "avión único" o "servicio sin cambio de avión" o "servicio sin cambio de número de vuelo" o términos similares que puedan implicar que dichos servicios se realizan sin efectuar cambios de avión o de número de vuelo en operaciones detrás de sus respectivos países, salvo según lo dispuesto en el apartado a) que antecede.

c) Las líneas aéreas designadas por ambos Gobiernos estarán en libertad de anunciar y promover sus servicios entre cualquier punto de los dos países, pero se abstendrán de anunciar o promover servicios en una forma que no sea compatible con los términos del Convenio ni apropiada con arreglo a los mismos.

G. Si cualquiera de las Partes decide no adherirse a los principios de capacidad descritos en los párrafos A a D (supra), o a las disposiciones sobre capacidad estipuladas en el Anexo, la otra Parte podrá dar por terminado este Entendimiento con 30 días de antelación, mediante notificación por escrito a la otra Parte por los canales diplomáticos. En cualquier otro caso, cualquiera de las Partes podrá dar por terminado este Entendimiento con cuatro (4) meses de antelación, mediante notificación por escrito a la otra Parte por los canales diplomáticos.

H. Este Memorando de Entendimiento entrará en vigor mediante canje de Notas diplomáticas al completar cada uno de los Gobiernos los procedimientos legales de ratificación. El presente Memorando de Entendimiento expirará el día 30 de abril de 1985, a menos que sea prorrogado mediante canje de Notas diplomáticas. Este Memorando de Entendimiento deroga las disposiciones contenidas en los párrafos 3(A) a 3(J), y 4(A) a 4(C) del Memorando de Consulta suscrito el 21 de diciembre de 1971 y en el Memorando de Consulta firmado el 28 de febrero de 1975.

## ANEXO

### I. Presentación de itinerarios

A. Cada línea aérea designada presentará ante la Autoridad Aeronáutica de la otra Parte su itinerario para una temporada de seis meses con una antelación mínima de cien (100) días a la fecha de entrada en vigor del itinerario. Las fechas de entrada en vigor de cada uno de dichos itinerarios serán las siguientes:

1 de mayo al 31 de octubre (temporada alta)

1 de noviembre al 30 de abril (temporada baja)

Este itinerario ofrecerá la información que, normalmente, exige la Autoridad Aeronáutica con respecto a los vuelos regulares que se realizan durante períodos determinados en cada una de las temporadas de seis meses.

B. Una línea aérea designada podrá, en cualquier momento, presentar ante la Autoridad Aeronáutica de la otra Parte un itinerario modificado cuando éste:

1) no represente un incremento de capacidad; los itinerarios de esta índole se presentarán con una antelación mínima de quince (15) días a la fecha de su entrada en vigor, o, en casos excepcionales, con menos antelación; o

2) cumpla los requisitos estipulados en los párrafos (A)(1) ó (A)(2) de la Sección IV; los itinerarios de esta índole se presentarán con una antelación mínima de quince (15) días a la fecha de su entrada en vigor; o

3) represente un incremento de capacidad; los itinerarios de esta índole se presentarán con una antelación mínima de treinta (30) días a la fecha de su entrada en vigor.

C. La reconfiguración de la capacidad de asientos de una aeronave del mismo tipo y serie no se considerará como un cambio de capacidad para los fines de este Entendimiento y no exigirá la modificación de los itinerarios, a menos que la reconfiguración dé lugar a una clase única de servicio con alta densidad de asientos en toda la aeronave.

II. Procedimientos que deberán seguir las Autoridades Aeronáuticas

A. Cuando se haya presentado un itinerario de conformidad con lo dispuesto en el párrafo I (A), la Autoridad Aeronáutica correspondiente notificará, con setenta y cinco (75) días de antelación a la fecha de entrada en vigor del itinerario, la aprobación de aquella porción del itinerario respecto de la cual ninguna Parte haya solicitado consultas de conformidad con el párrafo (A) de la Sección III.

B. Cuando se haya presentado un itinerario modificado de conformidad con lo dispuesto en los párrafos I (B) (1) ó (2), la Autoridad Aeronáutica correspondiente aprobará el itinerario dentro de los quince (15) días siguientes a la fecha de su recibo.

C. Cuando se haya presentado un itinerario modificado de conformidad con lo dispuesto en el párrafo I (B) (3), la Autoridad Aeronáutica correspondiente adoptará una decisión con respecto al itinerario dentro de los treinta (30) días siguientes a la fecha de su recibo.

III. Procedimientos de consulta

A. Si una Parte presenta objeciones a un incremento de capacidad y/o de frecuencia en un itinerario presentado de conformidad con lo dispuesto en el párrafo I (A), se lo notificará a la otra Parte por los canales diplomáticos con una antelación mínima de setenta y cinco (75) días a la fecha de entrada en vigor del itinerario. En esta comunicación se especificarán la ruta o rutas y la porción del incremento de capacidad y/o de frecuencia motivo de la objeción. La notificación antedicha indicará, asimismo, si la Parte que la expide solicita o no solicita consultas.

B. Las consultas solicitadas por cualquiera de las Partes deberán comenzar, por lo menos, cuarenta y cinco (45) días antes de la fecha de entrada en vigor del itinerario propuesto. Estas consultas gubernamentales, cuando así lo acuerden ambas Partes, podrán incluir grupos técnicos de trabajo con asesores expertos. Para llegar a un acuerdo en estas consultas, las Partes seguirán los principios establecidos en el Memorando de Entendimiento y las disposiciones de este Anexo. Los gobiernos tomarán una decisión sobre todo acuerdo a que se llegue en estas consultas a más tardar con treinta (30) días de antelación a la fecha de entrada en vigor del itinerario propuesto.

IV. Criterios para niveles de servico y de capacidad

A. Cada una de las Partes aprobará un itinerario para una ruta especificada presentado por una línea aérea designada de la otra Parte si la capacidad contenida en dicho itinerario es igual o menor que: 1) la capacidad a que había estado operando esa línea aérea designada durante el mismo o el anterior período especificado correspondiente en dicha ruta; 2) la capacidad a la que había estado operando su línea aérea designada durante el mismo o el anterior período especificado correspondiente en dicha ruta.

B. No obstante lo dispuesto en el párrafo (A) de esta sección, cada Parte permitirá un itinerario para una ruta especificada presentado por una línea aérea designada de la otra Parte tomando en consideración los párrafos (A) a (D) de este Memorando de Entendimiento:

1. cuando el factor de carga de pasajeros en vuelos regulares de dicha línea aérea hubiera sido superior al 70 por ciento durante el anterior período especificado correspondiente en esa ruta, que permita a la línea aérea incrementar la capacidad en una cantidad que dé por resultado un factor de carga de pasajeros no inferior al 70 por ciento. (Este incremento de capacidad se calculará dividiendo por 0,7 el número real de pasajeros transportados en los vuelos regulares de tal línea aérea durante el anterior período especificado correspondiente);

2. cuando

   a) el factor de carga de pasajeros de esa línea aérea hubiera sido superior al 70 por ciento y el factor de carga de pasajeros de la línea aérea de la otra Parte hubiera estado entre 60 y 70 por ciento en vuelos regulares en dicha ruta durante el período correspondiente anterior, que permita a la línea aérea:

      i) en adición a lo dispuesto en el anterior párrafo 1, incrementar, también, su capacidad para atender al crecimiento del mercado calculado en el trasporte de tráfico adicional a un coeficiente de asientos del 70 por ciento, o

      ii) incrementar la capacidad para atender al crecimiento del mercado calculado en el transporte del tráfico adicional a un coeficiente de asientos del 65 por ciento, sin recurso simultáneo a lo dispuesto en el párrafo (1) precedente,

   b) los coeficientes de asientos de las líneas aéreas de ambas Partes hubieran sido superiores al 60 por ciento en vuelos regulares en dicha ruta durante el período correspondiente anterior, que permita a esa línea aérea incrementar la capacidad para atender al crecimiento del mercado calculado en el transporte del tráfico adicional a un coeficiente de asientos del 65 por ciento.

c) los factores de carga de pasajeros de las líneas aéreas de ambas Partes hubieran sido superiores al 70 por ciento en vuelos regulares en dicha ruta durante el período correspondiente anterior, que permita a dicha línea aérea:

i) incrementar la capacidad en una cantidad que dé por resultado un factor de carga de pasajeros no inferior al 70 por ciento para los pasajeros transportados en vuelos regulares de esa línea aérea durante el período especificado correspondiente anterior, y

ii) incrementar, también, la capacidad para atender al crecimiento del mercado calculado en el transporte del tráfico adicional a un coeficiente de asientos del 65 por ciento.

d) el factor de carga de pasajeros de esa línea aérea hubiera sido superior al 60 por ciento en los vuelos regulares en dicha ruta durante el período correspondiente anterior, y en esa ruta no prestase servicio ninguna otra línea aérea de la otra Parte, que permita a esa línea aérea incrementar la capacidad para atender al crecimiento del mercado calculado en el transporte del tráfico adicional a un coeficiente de asientos del 65 por ciento.

C. El número de pasajeros proyectado a que se refiere el párrafo B (2) de esta sección que viajarán en una ruta especificada se calculará utilizando una proyección de crecimiento basada en los resultados de un análisis de regresión (mínimos cuadrados) del tráfico total real transportado por las líneas aéreas designadas de ambas Partes en dicha ruta los cuatro últimos períodos de doce meses. La tasa de crecimiento de los cuatro períodos de doce meses más recientes terminados el 30 de abril se aplicará a los períodos especificados comprendidos entre el 1 de noviembre y el 30 de abril. La tasa de crecimiento de los cuatro períodos de doce meses más recientes terminados el 31 de octubre se aplicará a los períodos especificados comprendidos entre el 1 de mayo y el 31 de octubre. El número de pasajeros proyectado para cada línea aérea designada en cada período especificado en una ruta especificada, se calculará multiplicando el tráfico real total transportado por cada línea aérea durante el anterior período correspondiente en dicha ruta por la tasa de crecimiento determinada por análisis de regresión.

D. Cada línea aérea designada podrá, también, con la aprobación de la Autoridad Aeronáutica de la otra Parte, realizar vuelos extra para cubrir las demandas imprevistas de mercado, y podrá, de igual modo, ocasionalmente, sustituir aeronaves por razones operacionales.

V. Situaciones especiales

A. Si una Parte sustituye a una línea aérea designada por otra línea aérea designada en una ruta especificada, la línea aérea reemplazante, a su discreción, tendrá derecho de iniciar operaciones con la misma capacidad que se había aprobado para la línea aérea designada anterior durante el mismo o el anterior período especificado correspondiente.

B. Cuando una línea aérea designada proyecte inaugurar un servicio en una ruta que no esté siendo explotada por una línea aérea designada, la línea aérea designada que inicie el servicio deberá presentar su itinerario para dicha ruta ante las Autoridades Aeronáticas de ambas Partes sesenta (60) días antes de su entrada en vigor. Si cuarenta y cinco (45) días antes de la fecha de entrada en vigor del itinerario no se ha recibido ninguna objeción de ninguna de las Partes, el itinerario se considerará aprobado. Si cualquiera de las Partes presenta objeciones a un itinerario antes de los cuarenta y cinco días previos a la entrada en vigor del itinerario, las Partes se esforzarán por llegar a un acuerdo sobre el itinerario que se vaya a establecer. Si las Partes no llegan a un acuerdo, la línea aérea designada estará autorizada, con una antelación mínima de 15 días a la fecha de entrada en vigor del itinerario, a comenzar sus operaciones con arreglo al mismo en su fecha de entrada en vigor, a discreción de la línea aérea designada, con no más de tres frecuencias semanales.

C. Cuando una línea aérea proyecte inaugurar un servicio en una ruta que ya esté siendo explotada por una línea aérea designada, deberá presentar su itinerario para dicha ruta ante las Autoridades Aeronáuticas de ambas Partes sesenta (60) días antes de su entrada en vigor. Si 45 días antes de la entrada en vigor del itinerario no se ha recibido objeción de ninguna de las Partes, el itinerario se considerará aprobado. Antes de vencer el plazo de cuarenta y cinco (45) días, las Partes podrán someter el itinerario a un grupo técnico de trabajo para que lo estudie y formule recomendaciones sobre los niveles de servicio que ambas líneas deben prestar en esa ruta.

Adjunto 3

[Véanse los cuadros en las paginas 19-21.]

Itinerarios y Operaciones
1 de Mayo hasta Octubre 31, 1982
para VIASA, PANAM y BRANIFF

| Ruta | Empresa | Frecuencias Por Semana | Equipo | Periodo |
|---|---|---|---|---|
| MSY-MAR/CCS | Braniff | 4 | B727 | Jun 6 - Oct 31 |
| CCS/MAR-IAH | VIASA | 3 | DC-8S | Jun 1 - Oct 31 |
| SJU-CCS | Pan Am | 3 | DC-10 | May 1 - Oct 31 |
| SJU-CCS | Pan Am | 1 | B727 | May 1 - Oct 31 |
| CCS-SJU | VIASA | 5 | DC-8S | May 1 - May 31 |
| CCS-SJU | VIASA | 2 | DC-10 | Jun 1 - Oct 31 |
| CCS-SJU | VIASA | 3 | DC-8S | Jun 1 - Oct 31 |
| NYC-CCS | Pan Am | 7 | DC-10 | May 1 - Oct 31 |
| CCS-NYC | VIASA | 7 | DC-10 | May 1 - Oct 31 |
| LAX-CCS-RIO | Pan Am | 3 | L1011 | May 1 - Oct 31 |
| MIA-MAR | Pan Am | 6 | B727 | May 1 - Jun 30 |
| MIA-MAR | Pan Am | 7 | B727 | Jul 1 - Oct 31 |
| CCS/MAR-MIA | VIASA | 4 | DC-10 | May 1 - Oct 31 |
| CCS/MAR-MIA | VIASA | 3 | DC-10 | Jul 1 - Sep 18 |
| MIA-CCS | Pan Am | 7 | B747 | May 1 - Oct 31 |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | May 1 - Jul 22 * |
| MIA-CCS | Pan Am | 9 | B747 | Jul 23 - Sep 23[1/]* |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | Sep 24 - Sep 30 |
| MIA-CCS | Pan Am | 1 | DC-10[2/] | Oct 1 - Oct 31 [3/]* |
| CCS-MIA | VIASA | 7 | DC-10 | May 1 - Oct 31 |
| CCS-MIA | VIASA | 11 | DC-10 | Jul 18 - Sep 18 [1/]* |
| CCS-MIA | VIASA | 9 | B747 | Jul 18 - Sep 18[1/]* |

1/ Estas fechas se refieren a un periodo de sesenta dias ajustable a la discrecion de las empresas aereas entre el 1 de Julio y el 30 de Septiembre, 1982.

2/ Equipo DC-10 o un equivalente en capacidad

3/ A ser revisado tal como previsto en el parafo tren del "Reporte de los Comites Tecnicos" de fecha 30 de Abril de 1982.

4/ VIASA podra sustituir esta capacidad en lugar de operar once frecuencias de DC-10, durante este mismo periodo

* A ser aprobados por las autoridades aeronauticas como vuelos especiales

Adjunto 3

Períodos Especificados:

Los Períodos Especificados son los siguientes:

Semana Santa: 14 días antes del Domingo de Resurreción hasta 7 días despues del Domingo de Resurrección.

Período de Verano: Desde el 10 de Julio hasta el 26 de Septiembre.

Período de Navidad: Desde el 9 de Diciembre hasta el 17 de Enero.

Los intervales entre los Períodos Especificados, arriba, se considerarán Períodos Regulares.

# DOMINICAN REPUBLIC

## Agricultural Commodities

***Agreement amending the agreement of January 3, 1980, as amended.***
***Effected by exchange of notes***
***Signed at Santo Domingo June 13 and July 22, 1980;***
***Entered into force July 22, 1980.***

## *The American Ambassador to the Secretary of State for Foreign Relations of the Dominican Republic*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 65

Excellency,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on January 3, 1980, as amended April 11, 1980,[1] and to propose that Part II, particular provisions of that agreement be further amended as follows:

1. In Item I, Commodity Table, make the following changes:

A. On line entitled "wheat/wheat flour (wheat basis)," under appropriate column headings, delete "14,000 - Dols. 2.5" and insert "31,000 - Dols. 5.3."

B. On line entitled, "corn/sorghum," under appropriate column headings, delete "64,000 - 7.7," and insert "82,000 - 9.7."

C. Delete entire line entitled "rice."

2. In Item III, Usual Marketing Table, delete entire line entitled, "rice."

3. In Item IV, Export Limitations, Paragraph B, Commodities to which export limitations apply, following the parenthetical phrase, "(or the same products under a different name);" insert the word "and." Following the words "mixed feeds containing predominantly such grain" change the comma to a period, and delete the remainder of the paragraph.

His Excellency
Emilio Ludovino Fernández
Secretary of State for Foreign Relations
Santo Domingo, Dominican Republic

---

[1] TIAS 9730, 9753; 32 UST 792, 1029.

All other terms and conditions of the January 3 agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Embassy of the United States of America
Santo Domingo, June 13, 1980

---

[1] Robert L. Yost.

*The Secretary of State for Foreign Relations of the Dominican Republic to the American Ambassador*

REPUBLICA DOMINICANA
**Secretaría de Estado
de Relaciones Exteriores**
DAE- 21104

Excelencia:

Tengo el honor de avisarle recibo de su nota No.65 de fecha 13 de junio de 1980, la cual se refiere al Acuerdo de Ventas de Productos Agrícolas que fué firmado por los representantes de nuestros dos gobiernos el 3 de enero de 1980, enmendado el 11 de abril de 1980, para proponer que la Parte II, disposiciones especiales del acuerdo sea enmendada como sigue a continuación:

1.- En el Punto I, Tabla de Productos, hacer los siguientes cambios:

A. En la línea titulada "trigo/harina de trigo (base de trigo)", bajo la columna apropiada cambie "14,000 -Dols. 2,5" por "31,000-Dols. 5.3".

B. En la línea titulada, "maíz/sorgo", bajo la columna apropiada, cambie "64,000 - 7.7" por "82,000-9.7".

C. Suprima la línea titulada "arroz" en su totalidad.

2.- En el Punto III, cuadro para compras normales en mercados comerciales, suprimir la línea titulada "arróz".

3.- En el Punto IV - Limitaciones de Exportaciones en el Párrafo B. Productos a los cuales se aplican las limitaciones de exportación, después de la frase en paréntesis "(o los mismos productos bajo distintos nombres)"; insertar la palabra "y". Después de las palabras "alimentos mezclados conteniendo predominantemente tales granos", cambie la coma por un punto y suprima el resto del párrafo.

Todos los demás términos y condiciones del acuerdo del 3 de enero de 1980, enmendados, quedan igual.

Todo lo antes expresado es aceptado por el Gobierno de la República Dominicana y estoy de acuerdo con la proposición de Su Excelencia para que nuestras respectivas notas constituyan un acuerdo entre los Gobiernos de la República Dominicana y el de los Estados Unidos de América, efectivo a partir de la fecha de hoy.

Acepte Excelencia las renovadas seguridades de mi más alta consideracion

22 JUL. 1980

Emilio Ludovino Fernández.

Excelentísimo Señor
Robert L. Yost
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad.

TRANSLATION

Dominican Republic
Office of the Secretary of State
for Foreign Relations

No. DAE-21104 July 22, 1980

Excellency:

I have the honor to acknowledge receipt of your note No. 65 of June 13, 1980, referring to the Agreement for the Sale of Agricultural Commodities, signed by representatives of our two governments on January 3, 1980, as amended on April 11, 1980, and to propose that Part II, particular provisions, of that agreement be amended as follows:

[For the English language text, see pp. 2478-2479.]

The foregoing is acceptable to the Government of the Dominican Republic and I agree with Your Excellency's proposal that our respective notes constitute an agreement between the Governments of the Dominican Republic and the United States of America, effective today.

Accept, Excellency, the renewed assurances of my highest consideration.

E. Ludovino Fernández

Emilio Ludovino Fernandez

His Excellency
Robert L. Yost
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santo Domingo.

# JAMAICA

## Agricultural Commodities

*Agreement signed at Kingston April 30, 1982;*
*Entered into force April 30, 1982.*
*With memorandum of understanding.*

# AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAMAICA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Jamaica (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries:

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

## PART I - GENERAL PROVISIONS

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country, in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment, payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payment

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be

deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1 the payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. the payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the

date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

## ARTICLE III

### A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with the countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

### B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

### C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item 1 of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. as long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency:

2. if a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arragements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

| Commodity | Supply Period (United States Fiscal Year) | Approximate Maximum Quantity (Metric Tons) | Maximum Export Market Value (US$ Millions) |
|---|---|---|---|
| Wheat/wheat flour (Wheat basis) | 1982 | 27,000 | 4.6 |
| Corn | 1982 | 60,000 | 6.7 |
| Soybean/cotton seed oil | 1982 | 1,100 | 0.6 |
| Blended/ Fortified foods | 1982 | 3,000 | 0.9 |
| Rice | 1982 | 14,000 | 4.7 |
| Total | | | 17.5 |

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial payment - None;

B. Currency use payment - None;

C. Number of Installment Payments - Fifteen (15);

D. Amount of each installment payment - Approximately equal annual amounts;

E. Due Date of First Installment Payment - Six (6) Years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Three (3) percent;

G. Continuing Interest Rate - Four (4) percent.

Item III. - Usual Marketing Table:

| Commodity | Import Period (United States Fiscal Year) | Usual Marketing Requirement (Metric Tons ) | |
|---|---|---|---|
| Wheat/wheat flour (wheat basis) | 1982 | 139,000 | |
| Feedgrains | 1982 | 112,000 | |
| Edible vegetable Oil and/or oil Bearing seeds (oil equivalent Basis) | 1982 | 15,000<br>12,600 | Mt of which at least<br>Mt shall be imported from the United States |
| Blended/Fortified Foods | 1982 | None | |
| Rice | 1982 | 39,000 | |

Item IV. - Export Limitations

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: For wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced; for blended/fortified foods - blended/fortified foods; and for rice - rice, in the form of paddy, brown or milled.

Item V. - Self-Help Measures

A. The Government of Jamaica agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

(1) General Conditions:

(a) The Government of Jamaica will prepare a five-year "Agricultural Policy and Production Plan" within one year of the signing of the FY 1982 PL 480 Title I Agreement. This plan will contain a prioritized list of policies, programs and projects for implementation, including an investment plan and a program for reducing Jamaica's need for subsidized food aid from the United States. Among others, the following additional elements will be incorporated specifically:

(i) An overall goal and strategy, with well-defined and structured program to meet goal and strategy objectives.

(ii) An analysis of incentives for private sector investment in agriculture, with a recommended implementation strategy, including an analysis and recommendation concerning recovery by the Government of Jamaica of the economic costs of these incentives.

(iii) An analysis of the use of tax measures to encourage agricultural productivity through increased land utilization.

(iv) An analysis of the current system of subsidies applied on agricultural inputs and a recommendation concerning the appropriate form of production support.

Assistance in meeting this condition must be obtained from a reputable international organization with special expertise, such as the World Food Council.

(b) The Government of Jamaica will carry out the specific conditions/adjustments cited below, including those of the World Bank Structural Adjustment Loan as they pertain to the agricultural sector, throughtout the life of this PL 480 Title I Agreement.

(i) Sell government-owned land to producers in order to increase farm investment and production.

(ii) Implement a land classification program and formulate a land-use policy.

(iii) Rationalize soil conservation activities, emphasizing maintenance, and implement a soil conservation program.

(iv) Prepare a program to increase the efficiency of water management and development of new systems.

(v) Allow participation of private organizations in external marketing and reassess the public external organizations with a view to reducing their non-marketing activities.

(vi) Initiate a program to eliminate praedial larceny.

(vii) Seek cabinet approval of an action program to rehabilitate the sugar and banana industries.

(viii) Formulate an action program for strengthening of the Ministry of Agriculture and other agricultural institutions.

(2) Pricing Conditions:

Within one year of the signing of this Agreement, the Government of Jamaica will develop a plan for eliminating price controls on domestically produced agricultural products and direct government subsidies on food imports which have a deleterious effect on domestic agricultural production, e.g. soya oil.

(3) Export Promotion Conditions:

A policy paper will be prepared within the first six months of this agreement analyzing the present restrictions and disincentives discouraging trading houses and other private parties from acting as major commodity exporters. If the analysis shows that significant steps should be taken in this area, the Government of Jamaica will then be responsible for formulating and presenting a plan for implementing the necessary changes to remedy the situation within the next six months.

(4) Land Tenure Conditions:

An analysis will be undertaken within the first six months of the agreement of the existing land tenure problems in Jamaica, including a review of the existing legislation to provide land holders and squatters with title to land. Based upon the findings of the study, a program will be initiated within the next six months to develop for GOJ legislative action an implementation strategy for giving farmers more secure land tenure than as provided for at present under the land lease program.

(5) Water Conditions:

The Government of Jamaica will prepare within the first six months of this agreement a draft water utilization policy statement and devise a system for rationalizing the use of water-resources between its various consumers to assure that agriculture receives adequate consideration in the allocation process.

(6) Production Incentive Conditions:

Within one year from the signing of the agreement an analysis will be made of the current agricultural incentive program with emphasis on the distribution of such incentives among various categories of farmers and types of farm production. The analysis will include the following concerns:

(i) High costs and delays associated with the distribution of agricultural incentives.

(ii) The feasibility, practicality, and anticipated impact of the proposed agricultural zoning program.

(iii) The establishment of an improved administrative procedure for distributing production incentives, which would be equitable and impose a less oppressive burden of bureaucratic control over agricultural production.

Item VI Economic development purposes for which proceeds accruing to importing country are to be used:

(a) The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be deposited in a special account to be established by the Government of Jamaica, and will be used for financing the self-help measures set forth in the agreement, and for agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply. Disbursements from the special account will be made at such times and for such purposes as may be mutually agreed by the two parties to this agreement.

(b) In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Part III - FINAL PROVISIONS

(a) This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the United States if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of Jamaica has incurred as of the date of termination.

This Agreement shall enter into force upon signature:

(b) IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Kingston, Jamaica, in duplicate, this 30th day of April, 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Loren E Lawrence

BY: Loren E. Lawrence
Ambassador

FOR THE GOVERNMENT OF JAMAICA

BY: Edward G. Seaga
Minister of Finance and
Planning

## MEMORANDUM OF UNDERSTANDING

Subject: Utilization of P.L. 480 Title I Sales Proceeds for High Priority Development Activities

The purpose of this Memorandum of Understanding is to register our agreement concerning:

A. The procedures governing the deposit and utilization of PL 480 Title I Sales proceeds;

B. The key sectors in which these proceeds are to be used to support Jamaica's socio-economic development;

C. The priorities to be followed in allocating said proceeds;

D. The activities to be supported; and

E. The reporting of the programming of the sales proceeds.

Jamaican currency generated through A.I.D.'s P.L. 480 Title I FY 1982 Agreement, i.e. the proceeds from the sale of commodites financed under this agreement, will be deposited to a special individually identifiable account, to be designated "PL 480 Title I - 1982," at the Bank of Jamaica, and will be used to support the development sectors and activities agreed upon herein and for financing the self-help measures set forth in the agreement in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

A. Special Account

Deposits of equivalent local currency will become due 90 days after the Bill of Lading date in respect of each shipment. The Ministry of Finance and Planning shall promptly provide A.I.D. with a copy of each monthly statement of account prepared by the Bank of Jamaica. Disbursements from the Special Account will be made within 30 days after receipt of claims for reimbursements of expenditures for activities.

All sales proceeds will be deposited by December 31, 1982 and fully disbursed by January 31, 1983.

B. Sectors

In accordance with the provisions of Part II, Item VI of the PL 480 Title I Agreement signed on it is agreed that Jamaican currency generated from the sale of the commodities shall be utilized in the sectors of Agriculture, Health, Nutrition, Population and Education, placing emphasis on improving the lives of the least priviliged segments of the population in Jamaica and their capacity to participate in the development of the country.

It is hereby agreed that activities in the aforementioned sectors shall receive first priority in the allocation of Jamaican currency.

C. Priorities

Within the aforementioned sectors, the following will be the general order of priority:

1. To support ongoing projects that are being assisted by A.I.D.;
2. To support activities which would facilitate programs being considered for such assistance:
3. To support activities which would complement such ongoing and/or proposed programs; and
4. To support other high priority development projects for Jamaica, to be mutually agreed upon by A.I.D. and the Ministry of Finance and Planning.

D. Activities

Upon signature of this Memorandum, joint negotiations will be undertaken to identify a list of activities, with sums allocated to them, upon which the expenditure of Jamaican currency will be incurred. This list shall be incorporated as Annex A to this Memorandum. The preparation and any adjustments to Annex A will be agreed upon through an exchange of letters between the Financial Secretary of the Ministry of Finance and Planning, or his nominee, and the Director of USAID/Jamaica, or his nominee.

E. Reporting

It is agreed that the Ministry of Finance and Planning will furnish A.I.D. with quarterly reports on the progress of activities listed in Annex A. Such reports will contain information on generations and deposits of sales proceeds, and the planned and actual allocations of these proceeds to the agreed activities. Reports will be due by the 15th of the second month following the end of each calendar quarter.

Reviews will be requested by A.I.D. in the event that there has been inadequate progress of the activities listed in Annex A. Reviews may also be requested by the Ministry of Finance and Planning as it deems necessary.

GOVERNMENT OF JAMAICA

BY________________

Edward G. Seaga
Prime Minister and Minister
of Finance and Planning

UNITED STATES OF AMERICA

BY Glenn O. Patterson

Glenn O. Patterson
Mission Director
USAID Jamaica

BY Loren Lawrence

Loren Lawremce
Ambassador

# GHANA

## Agricultural Commodities

*Agreement signed at Accra August 19, 1982;*
*Entered into force August 19, 1982.*

# AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I[1]PROGRAM

The Government of the United States of America and the Government of Ghana agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed April 14, 1980,[2]together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. Commodity Table:

| Commodity | Supply Period (U.S. Fiscal Year) | Approximate Quantity (Metric Tons/Bales) | Maximum Export Market Value (Millions of U.S. Dollars) |
|---|---|---|---|
| Rice | 1982 | 17,500 Metric Tons | 5.0 |
| Cotton | 1982 | 5,600 Bales | 2.0 |
| | | TOTAL | 7.0 |

ITEM II. Payment Terms: Convertible Local Currency Credit (CLCC) - 40 Years.

(A) Initial Payment - Zero;

(B) Currency Use Payment - Fifteen (15) percent for Section 104(a) purposes;

(C) Number of Installment Payments - Thirty-One (31);

(D) Amount of Each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Two (2) percent;

(G) Continuing Interest Rate - Three (3) percent.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

[2] TIAS 9738; 32 UST 909.

ITEM III. Usual Marketing Requirement Table:

| Commodity | Import Period (U.S. Fiscal Year) | Usual Marketing Requirement (Metric Tons/Bales) |
|---|---|---|
| Rice | 1982 | 17,700 Metric Tons |
| Cotton | 1982 | 15,000 Bales |

ITEM IV. Export Limitations:

(A) Export Limitation Period: The Export Limitation Period shall be United States Fiscal Year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are imported or utilized.

(B) Same or Like Commodity Definition and Commodities to Which Export Limitations Apply: For the purpose of Part I, Article III A(4) of this Agreement, the commodities considered to be the same or like the commodities imported under this Agreement are: for Cotton -- cotton and cotton textiles, including yarn and waste: and the commodities which may not be exported are for Rice -- rice in the form of paddy, brown or milled.

(C) Permissable Exports: Commodity - Cotton Textiles. Quantity and conditions - raw cotton equivalent in weight to 750,000 square meters of cotton textiles. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will, in addition to the UMR provided in Item III, be imported from the United States into Ghana and paid for with the resources of the importing country, but such offset purchase need not exceed the level of total Title I, P.L. 480 imports during the supply period.

(D) Period Export Permitted: During United States fiscal year 1982 and any subsequent period during which cotton purchased under this Agreement is being imported or utilized.

ITEM V. Self-Help Measures:

(A) The Government of Ghana agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities.

The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Ghana agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Analyze production costs and profit margin of small-scale farmers involved in the production of cereals (maize, rice, sorghum, etc.) and compare the performance of their operation with large-scale private producers of the same in the 1983 crop year.

(2) Preparation of a plan to improve the collection and compilation of agricultural statistics in 1983/84 and begin implementing the plan soon thereafter.

(3) Sell the commodities imported under the Agreement in accordance with Government price control laws.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

(A) The proceeds accruing to the Government of Ghana from the sale of commodities financed under this Agreement will be deposited in a special account in the Bank of Ghana by the Government of Ghana, and will be used for financing the self-help measures set forth in the Agreement, and for development in the agricultural and rural development sectors in a manner designed to increase the access of the poor in Ghana to an adequate, nutritious and stable food supply. The sales proceeds will be programmed jointly and USAID will be informed of disbursements from the special account.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Ghanaian people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, THE RESPECTIVE REPRESENTATIVES, DULY AUTHORIZED FOR THE PURPOSE, HAVE SIGNED THE PRESENT AGREEMENT.

DONE AT ACCRA, IN DUPLICATE, THE 19th DAY OF AUGUST, 1982.

FOR THE GOVERNMENT OF
GHANA:

BY: ______________________
DR. KWESI BOTCHWEY
TITLE: PNDC SECRETARY FOR FINANCE
AND ECONOMIC PLANNING

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

BY: Thomas W M Smith
THOMAS W.M. SMITH
TITLE: U.S. AMBASSADOR

# PHILIPPINES

## Agriculture: Science and Technology

*Memorandum of understanding signed at Washington September 17, 1982;*
*Entered into force September 17, 1982.*

best copy available

# MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF AGRICULTURAL SCIENCE AND TECHNOLOGY BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF THE PHILIPPINES

The Department of Agriculture of the United States of America and the Ministry of Agriculture of the Government of the Philippines, (hereinafter referred to as the Parties), hereby agree to pursue cooperative programs and exchanges in the field of agricultural science and technology and to strengthen relations between the Parties through joint activities in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum.")

## ARTICLE I

1.1 Joint activities will be explored and determined by the Parties after consultation between representatives of both countries, and will be implemented by their agreement and in conformity with the laws and agricultural policies of both countries.

1.2 Cooperation will be developed in the broad areas of animal health, plant science, soil conservation and erosion control, energy in agriculture, biotechnology, food processing, fruit and vegetable production, agricultural engineering, marketing, distribution and storage, and other additional fields as agreed by the Parties.

## ARTICLE II

Cooperation will be effected through, but not limited to, the exchange of materials and information; the exchange of scientists, specialists, and trainees; the organization of symposia and conferences; and the joint publication of research studies and papers.

ARTICLE III

3.1 A Joint Agriculture Working Group shall be formed to provide guidance, review the progress of activities and to facilitate cooperation. The Working Group shall meet periodically, as needed, in alternating countries.

3.2 Each side shall also designate an Executive Secretary who shall be responsible for coordinating and monitoring all the activities carried out under the auspices of this Memorandum. The Executive Secretaries shall be permanent members of the Joint Working Group.

ARTICLE IV

To generate broad interest and increased activities, this Memorandum authorizes the involvement of other interested government agencies, the scientific and business communities of both countries, as well as interested third countries. The Parties will encourage and facilitate direct contacts between these groups to work towards long-term cooperation in programs of research, extension, and training and to identify potential joint ventures in agribusiness.

ARTICLE V

Each Party will bear the costs of its participation in cooperative activities unless the Parties agree on other arrangements. Activities pursuant to this Memorandum are subject to the availability of funds and personnel and to the laws and regulations of the respective countries of the Parties.

ARTICLE VI

Under this Memorandum, the designated coordinating offices will be the Office of International Cooperation and Development for the Government of the United States and the Agricultural Research Office for the Government of the Republic of the Philippines.

## ARTICLE VII

Findings and results of research carried out by this Memorandum shall be made available to the world scientific community unless otherwise agreed by the Parties in appropriate supplements. Treatment of intellectual property, will be agreed upon by the Parties according to the existing laws and practices of both countries.

## ARTICLE VIII

Nothing in this Memorandum shall be interpreted to prejudice or modify existing understandings and agreements between the Parties.

## ARTICLE IX

This Memorandum shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six-months' written notice to the other Party. It may be modified or extended by the written agreement of the Parties. In the event of the termination of this Memorandum, the Parties shall consult regarding the completion of activities underway.

Done at Washington, D.C., this 17th day of September, 1982 in duplicate, both texts being equally authentic.

John R. Block

For the Department of
Agriculture of the United States
of America
(John R. Block)

For the Ministry of Agriculture
of the Republic of the
Philippines
(Imelda R. Marcos)

# PHILIPPINES

## Tourism

***Agreement signed at Washington September 17, 1982;***
***Entered into force September 17, 1982.***

# AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES ON THE DEVELOPMENT AND FACILITATION OF RECIPROCAL TOURISM

The Government of the United States of America and the Government of the Republic of the Philippines,

Considering that the Parties subscribe to the principles set forth in the Manila Declaration on World Tourism promulgated in September, 1980 and unanimously adopted by the Second Committee of the United Nations General Assembly on November 11, 1981;[1]

Noting that the United States of America and the Republic of the Philippines recognize the dimension and role of tourism as a positive instrument towards the improvement of the quality of life for all peoples, as well as a vital force for peace and international understanding;

Recalling that both the United States and Philippine Governments have encouraged travel and tourism between their peoples for the purpose of study, cultural exchange, recreation, business, and congresses and conventions;

Recognizing further that the long historical relationships between the two countries provide the basis for the development of closer relations in these areas;

Agree as follows:

---

[1] UN Doc. A/36/236, Annex, Appendix I.

## ARTICLE I

## Facilitation of Travel and Tourism

1. The Parties shall endeavor to simplify and facilitate the entry of visitors from the other Party with a view to increasing bilateral tourist trade.

2. The Parties shall work within the World Tourism Organization to develop, and encourage the adoption of, uniform standards and recommended practices which, if applied by governments, would facilitate international tourism.

3. The Parties, subject to their laws, shall facilitate within their respective territories the establishment and operation by the other Party of official tourism and convention promotion offices. However, nothing in this provision shall obligate either Party to open an official tourism promotion office in the territory of the other. Personnel assigned to such official tourism promotion offices may engage in promotion, liaison, negotiation, and advisory activities including:

   a. Furnishing necessary information on tourism, attractions, facilities and services, schedules of congresses and conventions, trade fairs and exhibitions and other cultural attractions relating to international travel and tourism;

   b. Attending sales promotion campaigns and seminars; and

   c. Organizing familiarization tours for tour operators, travel agents, and journalists of the host country.

4. The Parties, subject to their laws, shall facilitate and encourage the promotional activities of duly authorized travel agents, tour operators, incentive travel houses, meeting planners, and transportation agents, in generating tourism between their countries.

5. To the extent that either Party is subject to statutes imposing duties on the entrance of ticket stock or promotional materials of the carriers or public and private tourism enterprises of the other, that Party shall review those statutes with the objective of providing for the eventual duty-free entry of such materials.

## ARTICLE II

### Cooperation Among Private Sector Entities

The United States of America and the Republic of the Philippines support the development of travel and tourism by individuals and firms of the private sector, including partnerships, joint ventures and other cooperative enterprises involving United States and Philippine private entities.

## ARTICLE III

### Tourism Cooperation and Consultation

1. The Parties shall exchange appropriate information concerning the use of facilities for shows, exhibitions, congresses and conventions in their countries.

2. The Parties agree that their respective national tourism agencies shall undertake as necessary appropriate consultations on World Tourism Organization matters of common concern.

## ARTICLE IV

### Tourism Education and Training

1. The Parties consider it desirable to encourage their respective experts to exchange appropriate information in the following fields:

a. Systems and methods to prepare teachers and instructors on tourism matters, particularly with regard to conservation and restoration, hotel operation and administration, marketing, congress management, and other tourism services;

b. Tourism scholarships for teachers, instructors, and students; and

c. Curricula and study programs for tourism schools.

2. Each Party shall encourage their respective students and professors of tourism to take advantage of fellowships offered by colleges, universities, and training centers of the other.

## ARTICLE V

### Tourism Statistics

1. Both Parties shall endeavor to improve the reliability and comparability of statistics on tourism between the two countries.

2. Both Parties shall endeavor to develop and maintain statistical series which meet the basic requirements for a common data base for international tourism statistics.

3. The Parties agree that the Guidelines on the Collection and Presentation of Domestic and International Tourism Statistics established by the World Tourism Organization shall constitute the requirements for such a data base.

4. The Parties shall encourage other nations to apply these Guidelines and shall work through the World Tourism

Organization to achieve international comparability of tourism statistics.

5. The Parties consider it desirable to exchange information on the tourism markets in the two countries.

### ARTICLE VI

### Congresses and Conventions

The Parties agree to facilitate the holding of congresses and conventions in each other's territory and the attendance of their citizens in such congresses and conventions, especially those pertaining to educational, scientific and technological, professional, business, tourism, social, and cultural matters.

### ARTICLE VII

### Implementation

1. The United States of America designates the United States Department of Commerce as its agency with primary responsibility for implementing this Agreement for the United States. The Republic of the Philippines designates the Ministry of Tourism as its agency with primary responsibility for implementing this Agreement for the Republic of the Philippines.

2. A frequent exchange of ideas shall take place between those agencies, at an appropriate level, in order to achieve close cooperation in all matters concerning this Agreement.

### ARTICLE VIII

### Period of Effectiveness

1. This Agreement shall enter into force on the date of signature.

2. Upon entry into force, this Agreement shall be valid for a period of five years and may be renewed automatically for additional periods of five years unless either Party expresses objection in writing.

3. This Agreement may be terminated by either of the Parties thirty days after that Party transmits written notice of intention to terminate to the other Party.

### ARTICLE IX

### Registration with World Tourism Organization

This Agreement, and any amendments thereto, shall be registered with the World Tourism Organization, Calle Capitan Haya, 42, E-Madrid 20, Spain.

DONE at Washington, in duplicate, this seventeenth day of September, 1982.

Malcolm Baldrige [1]
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Imelda R. Marcos [2]
FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES:

---

[1] Malcolm Baldrige.
[2] Imelda R. Marcos.

# NETHERLANDS

## Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

*Arrangement signed at The Hague September 15, 1982;*
*Entered into force September 15, 1982.*
*With patent addendum.*

# ARRANGEMENT
# BETWEEN
# THE UNITED STATES NUCLEAR REGULATORY COMMISSION
# (U.S.N.R.C.)
# AND
# THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS AND EMPLOYMENT
# (N.M.S.A.E.)
# FOR THE EXCHANGE OF TECHNICAL INFORMATION
# AND
# COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Netherlands Minister for Social Affairs and Employment (hereinafter called the N.M.S.A.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in safety research, originally signed on October 3, 1977,[1] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement, and in further implementation of the Agreement Between the United States of America and the European Atomic Energy Commission in Cooperation for Peaceful Applications of Atomic Energy;[2]

Have agreed as follows:

---

[1] TIAS 8988; 29 UST 2928.

[2] TIAS 4173, 4650, 5103, 5104, 5444, 7566; 10 UST 75; 11 UST 2589; 13 UST 1403, 1439; 14 UST 1459; 24 UST 472.

## I. SCOPE OF THE ARRANGEMENT

### I.1 Designation of Responsibilities

As regards the N.M.S.A.E., this Arrangement only concerns the nuclear regulatory activities under the Minister's jurisdiction.

### I.2 Technical Information Exchange

To the extent that the U.S.N.R.C. and the N.M.S.A.E. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the N.M.S.A.E. as similar to certain facilities being built or planned in the Netherlands and equivalent documents on such Dutch facilities.

d. Information in the field of reactor safety research, either in the possession of one of the parties or available to it, including light water safety information from the technical areas described in Appendices "A" and "B". Each party will transmit immediately to the other information concerning research results, indicating significant safety implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety and environmental impact evaluation of nuclear facilities.

g. Early advice of important events such as serious operating incidents and government-directed reactor shutdowns, or on particular questions relating to reactor safety, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

### I.3 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties.

1.4 Personnel Exchanges

Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

## II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

## III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license and provided that any such additional dissemination of proprietary or other confidential or privileged information shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information to consultants for use only within the terms of their consulting agreements and to contractors for use only within the terms of their contracts. It is the intent of the parties that every effort be made to allow dissemination of information urgently needed in understanding and resolving reactor safety problems, under appropriate non-disclosure agreements, to persons who need such information in their work. Both parties will cooperate in assuring that such limited disclosure is permitted on a timely basis.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in The Hague, The Netherlands, on this 15th day of September 1982.

| FOR THE NETHERLANDS MINISTER FOR SOCIAL AFFAIRS AND EMPLOYMENT | FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION |
|---|---|
| [1] | [2] |

---

[1] W. A. van den Berg.

[2] James R. Shea.

## APPENDIX "A"

### U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research Exchange

### Areas in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Severe Accident Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Man-Machine Interface Studies
13. Fire Protection Studies
14. Decommissioning Studies
15. Radiation Health and Environment Studies
16. Waste Management Studies

## APPENDIX "B"

### U.S.N.R.C.-N.M.S.A.E. Reactor Safety Research Exchange

### Areas in Which the N.M.S.A.E. is Performing LWR Safety Research

1. Reactor noise studies
2. PWR transient studies
3. Man-Machine interface studies

## PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative Arrangement on regulatory and safety research matters between the U.S. Nuclear Regulatory Commission and The Netherlands Minister for Social Affairs and Employment, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange Arrangement by one party or its contractors to the other party or its contactors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the Inventor Party.

B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

# SUDAN

## Defense Assistance: Articles and Services

***Agreement effected by exchange of notes***
***Dated at Khartoum August 24 and 30, 1981;***
***Entered into force August 30, 1981.***
***And amending agreement***
***Effected by exchange of notes***
***Dated at Khartoum August 30 and September 25, 1982;***
***Entered into force September 25, 1982.***

*The American Ambassador to the Sudanese Minister of Foreign Affairs*

AUGUST 24, 1981

No. 188

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with Sudan during the United States fiscal year 1981, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my government, the following understandings reached as a consequence of the aforesaid discussions:

Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of April 22, 1981 [1] and as provided herein the United States shall grant to the Government of Sudan defense articles and defense services of a value not to exceed $1.7 million during the United States fiscal year 1981. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended, [2] and applicable appropriations legislation.

The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject to, the United States laws referred to in paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services, may be suspended or terminated by the United States under unusual or compelling circumstances when the national interest of the United States so requires.

---

[1] Exchange of notes Apr. 8 and 22, 1981. TIAS 10389; *ante,* 1000.

[2] 75 Stat. 424; 22 U.S.C. § 2151.

Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Sudan for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Sudan as to which items or quantities thereof should be cancelled.

In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

A) Title to defense articles to be furnished to the Government of Sudan pursuant to this agreement must be transferred to the Government of Sudan on or before September 30, 1986 and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1986.

B) Defense articles to which the United States obtains or retains title after September 30, 1986, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1986 will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishings of such articles and services pursuant to this agreement shall cease as of October 1, 1986, and

C) Delivery of defense articles furnished pursuant to this agreement to the Government of Sudan must commence on or before September 30, 1986, if such delivery is to be financed from United States military assistance funds. Delivery of such articles after that date shall be at the expense of the Government of Sudan.

I have the honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Sudan of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States Military Assistance Program for the United States fiscal year 1981, effective from date of Your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

C. WILLIAM KONTOS
C. William Kontos
*Ambassador*

*The Sudanese Ministry of Foreign Affairs to the American Embassy*

**MINISTRY OF FOREIGN AFFAIRS**
**KHARTOUM**

MFA/AMR/7/SCR/9

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Embassy of the United States of America in Khartoum, and, with reference to the Embassy's note No. 188, dated August 24, 1981, regarding the recent discussions between representatives of the Governments of the Sudan and the United States concerning the United States military assistance program with Sudan, during the United States fiscal year 1981, and the understandings resulting from the aforesaid discussions, has the honor to bring to the Embassy's notice the acceptance of the competent authorities of the undertakings mentioned in the Embassy's note quoted above.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

T.A.

وزارة الخارجية
٢٢ [illegible] ١٩٨١
ادارة الامريكتين

**TO: EMBASSY OF THE UNITED STATES OF AMERICA.**
**KHARTOUM**
*DATE/August, 30, 1981*

[AMENDING AGREEMENT]

*The American Chargé d'Affaires, ad interim, to the Sudanese Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
AUGUST 30, 1982

No. 180

EXCELLENCY:

I have the honor to refer to our Note Number 188 of August 24, 1981, and your Note Number MFA/AMR/7/SCR/9 of August 30, 1981, concerning the United States Military Assistance Program with Sudan. Because of changes in U.S. law, which no longer requires that deliveries of equipment under the bilateral agreement be completed prior to September 30, 1986, I have the honor to propose that the attached paragraph of the agreement constituted by the 1981 exchange of notes between our two Governments be deleted. If the foregoing is acceptable to your Government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two Governments effective from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN S. DAVISON
John S. Davison
*Charge d'Affaires, a.i.*

His Excellency
MOHAMED MIRGHANI MUBARAK
Minister of Foreign Affairs
Democratic Republic of Sudan

## ADDENDUM

The paragraph to be deleted is the following from our Note 188 of August 24, 1981:

"In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

A) Title to defense articles to be furnished to the Government of Sudan pursuant to this agreement must be transferred to the Government of Sudan on or before September 30, 1986, and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1986.

B) Defense articles to which the United States obtains or retains title after September 30, 1986, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1986, will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishings of such articles and services pursuant to this agreement shall cease as of October 1, 1986, and

C) Delivery of defense articles furnished pursuant to this agreement to the Government of Sudan must commence on or before September 30, 1986, if such delivery is to be financed from United States military assistance funds. Delivery of such articles after that date shall be at the expense of the Government of Sudan."

Deleting this paragraph will allow the United States Department of Defense to provide defense articles on order under the U.S. military assistance program after September 30, 1986. Without this change, the U.S. obligation to furnish defense articles on order but not delivered would terminate on October 1, 1986.

*The Sudanese Ministry of Foreign Affairs to the American Embassy*

**MINISTRY OF FOREIGN AFFAIRS**
**KHARTOUM**

MFA/AMR/7/Con/9

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Embassy of the United States of America in Khartoum, and with reference to the Embassy's note No. 180 dated August 30th, 82,[1] concerning the deletion of Paragraph 5 of the Mutual Defense Assistance Agreement between the two Countries, has the honour to convey to the Embassy the approval of the Competent Authorities in the Sudan to the foresaid amendments in the Embassy's note quoted above.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

T.A.

وزارة الخارجية
- ٢٦ اكتوبر ١٩[illegible]
ادارة الامريكتين

**TO: THE EMBASSY OF THE UNITED STATES OF AMERICA.**
DATE: 25, Sep, 1982.

---

[1] Refers to agreement of August 24 and 30, 1981.

# JORDAN

## Defense Assistance: Articles and Services

*Agreement amending the agreements of August 27, 1979 and August 14 and 30, 1980.*
*Effected by exchange of notes*
*Dated at Amman August 18 and September 20, 1982;*
*Entered into force September 30, 1982.*

### *The American Chargé d'Affaires ad interim to the Jordanian Acting Secretary General, Ministry of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

Amman, August 18, 1982

No. 246

Excellency:

I have the honor to refer to recent discussions between our two Governments concerning the Military Assistance Program and recent changes in the U.S. Law. As a result of these discussions, I have the honor to propose that paragraph 4 of the exchange of notes between our two Governments of August 27, 1979, (TIAS 9597) and of August 14 and 30, 1980, (TIAS 9850) concerning the defense articles services be deleted from the Agreement. If the foregoing is acceptable to your Government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two Governments effective from the date of your reply.

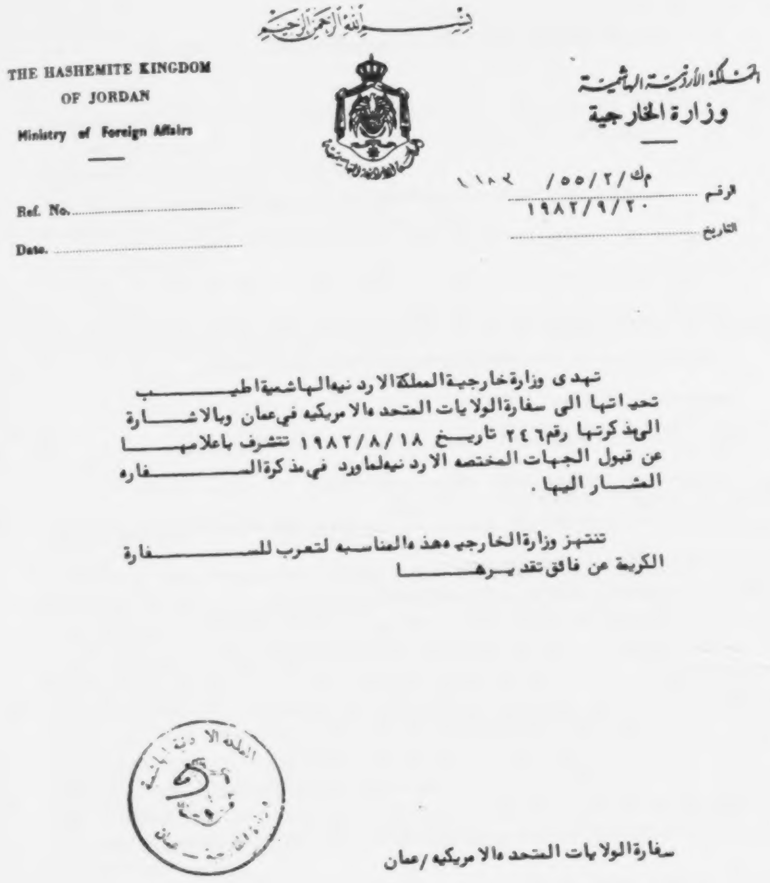
Accept, Excellency, the renewed assurances of my highest consideration.

Edward

Charge' d'Affaires ad interim

His Excellency
Walid Tash
Acting Secretary General
Ministry of Foreign Affairs
Amman.

## *The Jordanian Ministry of Foreign Affairs to the American Embassy*



بسم الله الرحمن الرحيم

**THE HASHEMITE KINGDOM**
**OF JORDAN**
**Ministry of Foreign Affairs**

Ref. No. ........

Date. ........

المملكة الأردنية الهاشمية
وزارة الخارجية

الرقم م ك/ ٢/ ٥٥/ ٦١٨٢
التاريخ ١٩٨٢/٩/٢٠

تهدي وزارة خارجية المملكة الاردنية الهاشمية اطيب تحياتها الى سفارة الولايات المتحده الامريكيه في عمان وبالاشارة الى مذكرتها رقم ٢٤٦ تاريخ ١٨/٨/١٩٨٢ تتشرف باعلامها عن قبول الجهات المختصه الاردنيه لما ورد في مذكرة السفاره المشار اليها .

تنتهز وزارة الخارجيه هذه المناسبه لتعرب للسفارة الكريمة عن فائق تقديرها

سفارة الولايات المتحده الامريكيه /عمان

TRANSLATION

THE HASHEMITE KINGDOM OF JORDAN
MINISTRY OF FOREIGN AFFAIRS

No. MK/2/55/1183

Date: September 20, 1982

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan presents its compliments to the Embassy of the United States of America and has the honor to inform the Embassy that the authorities concerned approved the contents of the Embassy's note No. 246, dated August 18, 1982.

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[Initialed]

[SEAL]

Embassy of the United States of America.

# TURKEY

## Defense Assistance: Articles and Services

***Agreement amending the agreement of August 15 and 31, 1979, as amended.***
***Effected by exchange of notes***
***Signed at Ankara August 13 and September 24, 1982;***
***Entered into force September 24, 1982.***

*The American Chargé d'Affaires ad interim to the Turkish Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 427

ANKARA, *August 13, 1982*

EXCELLENCY:

I have the honor to invite your attention to recent changes in United States law, repealing Section 516 of the Foreign Assistance Act of 1961. [1] That Section of the Law made it necessary to insert a provision in the Agreement relating to the United States Military Assistance Program, which was effected by an exchange of notes signed in Ankara on August 15 and 31, 1979. [2] Paragraph four of that exchange of notes embodied this provision and, as amended by an exchange of notes dated April 13 and May 27, 1981, [3] established September 30, 1982, as the deadline by which the United States must have delivered to Turkey defense materials and services authorized in prior fiscal years under the Military Assistance Program.

In order to take account of the repeal of Section 516 of the Foreign Assistance Act, I have the honor to propose that paragraph four of the aforementioned exchange of notes be deleted in its entirety. This deletion will enable the United States Department of Defense, after September 30, 1982, to continue deliveries of MAP defense articles which in previous years had been designated for Turkey. Failure to delete this paragraph could jeopardize, under

---

[1] 75 Stat. 424; 22 U.S.C. § 2151.
[2] TIAS 9588; 30 UST 7299.
[3] TIAS 10144; 33 UST 1772.

United States law, the ability of the Defense Department to deliver MAP articles.

If the proposed deletion is acceptable to the Government of Turkey, I have the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments, effective from the date of your Excellency's response.

Accept, Excellency, the renewed assurance of my highest consideration.

RICHARD W. BOEHM
Richard W. Boehm
*Charge d'Affaires ad interim*

*His Excellency*
*Ilter Turkmen,*
*Minister of Foreign Affairs,*
*of the Republic of Turkey,*
*Ankara.*

## *The Turkish Minister of Foreign Affairs to the American Ambassador*

**REPUBLIC OF TURKEY**
**MINISTRY OF FOREIGN AFFAIRS**

Note No : 6789

Ankara, 24 September 1982

Excellency,

I have the honour to refer to your Note No.427 of August 13, 1982, in which it is proposed to delete in its entirety, the paragraph 4 of the Agreement effected by the exchange of notes dated August 15 and 31, 1979, so as to enable the United States Department of Defence to continue after September 30, 1982, the deliveries of Military Assistance Program defence articles designated for Turkey.

I have the honour to inform you that the Turkish Government agrees with the proposal contained in your Note to delete in its entirety, paragraph 4 of the afore-mentioned Agreement and that the Government of the Republic of Turkey considers the Embassy's Note No.427 dated August 13, 1982 and the present reply thereto as constituting an Agreement between our Governments.

Please accept, Excellency, the assurances of my highest consideration.

İlter TÜRKMEN
Minister of Foreign Affairs

His Excellency
Mr. Robert Strausz-Hupé
Ambassador of the United
States of America
ANKARA

# PORTUGAL

## Defense Assistance: Articles and Services

*Agreement amending the agreements of August 14 and 27, 1979, August 12 and 28, 1980 and August 24 and 28, 1981.*
*Effected by exchange of notes*
*Signed at Lisbon August 16 and September 29, 1982;*
*Entered into force September 29, 1982.*

*The American Chargé d'Affaires ad interim to the Portuguese Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
AUGUST 16, 1982

EXCELLENCY,

I have the honor to refer to recent discussions between our two governments concerning the Military Assistance Program and recent changes in U.S. law. As a result of these discussions I have the honor to propose that paragraph 4 of the Embassy's letters of August 14, 1979, and August 12, 1980, [1] concerning defense articles and services, and the comparable section (unnumbered) in the Embassy's letter of August 24, 1981, [2] be deleted from the Military Assistance Agreement. This change will eliminate the provision that delivery of grant defense articles under the Agreement must take place before certain dates.

If the foregoing is acceptable to your government, I have the further honor to propose that this letter, together with your reply, shall constitute an agreement between our two governments effective from the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

EDWARD M. ROWELL

Edward M. Rowell
*Charge d'Affaires, a.i.*

His Excellency
DR. VASCO FUTSCHER PEREIRA,
Minister of Foreign Affairs,
Lisbon.

---

[1] TIAS 9599, 9846; 30 UST 7558; 32 UST 2388.
[2] TIAS 10252; 33 UST 3713.

### *The Portuguese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
*Gabinete do Ministro*

Lisboa, 29 de Setembro de 1982

Senhor Encarregado de Negócios,

Tenho a honra de acusar a recepção da nota da Embaixada, datada de 16 de Agosto de 1982, referente ao Programa de Assistância Militar dos Estados Unidos a Portugal durante o ano fiscal de 1982.

Desejo informar V. Srª. que o Governo português dá o seu acordo às propostas do Governo dos Estados Unidos constantes da nota acima referida.

Queira aceitar, Senhor Encarregado de Negócios, os protestos da minha elevada consideração,

VASCO FUTSCHER PEREIRA
Ministro dos Negócios Estrangeiros

Sua Srª. Edward M. Rowell
Encarregado de Negócios a. i. dos
Estados Unidos da América

**TRANSLATION**

Ministry of Foreign Affairs
Office of the Minister

Lisbon, September 29, 1982

Dear Sir:

I have the honor to acknowledge receipt of the Embassy's note dated August 16, 1982, concerning the Program for United States Military Assistance to Portugal during the 1982 fiscal year.

I wish to inform you that the Portuguese Government accepts the United States Government's proposals contained in the above-mentioned note.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

Mr. Edward M. Rowell,
Charge d'Affaires, a.i.
of the United States of America

# PHILIPPINES

## Defense Assistance: Articles and Services

*Agreement amending the agreements of August 23 and 30, 1979, August 12 and 22, 1980 and August 19 and 30, 1981.*
*Effected by exchange of notes*
*Signed at Manila August 16 and September 30, 1982;*
*Entered into force September 30, 1982.*

### *The American Ambassador to the Philippine Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

August 16, 1982

No. 483

Excellency:

I have the honor to refer to recent discussions between our two governments concerning the military assistance program and recent changes in U.S. law. As a result of these discussions, I have the honor to propose that paragraphs four of the exchanges of notes between our two governments of August 23 and 30, 1979;[1] August 12 and 22, 1980;[2] and August 19 and 30, 1981,[3] concerning defense articles services, copies of which are attached, be deleted from the agreement. The deletions will enable the United States Department of Defense to continue to deliver Military Assistance Program articles pursuant to the agreement beyond the time limits specified in the paragraphs cited in the foregoing exchanges of notes.

If the foregoing is acceptable to your government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two governments effective from the date of your reply.

---

[1] TIAS 9584; 30 UST 7276.

[2] TIAS 9847; 32 UST 2394.

[3] TIAS 10236; 33 UST 3354.

Accept, Excellency, the renewed assurances of my highest consideration.

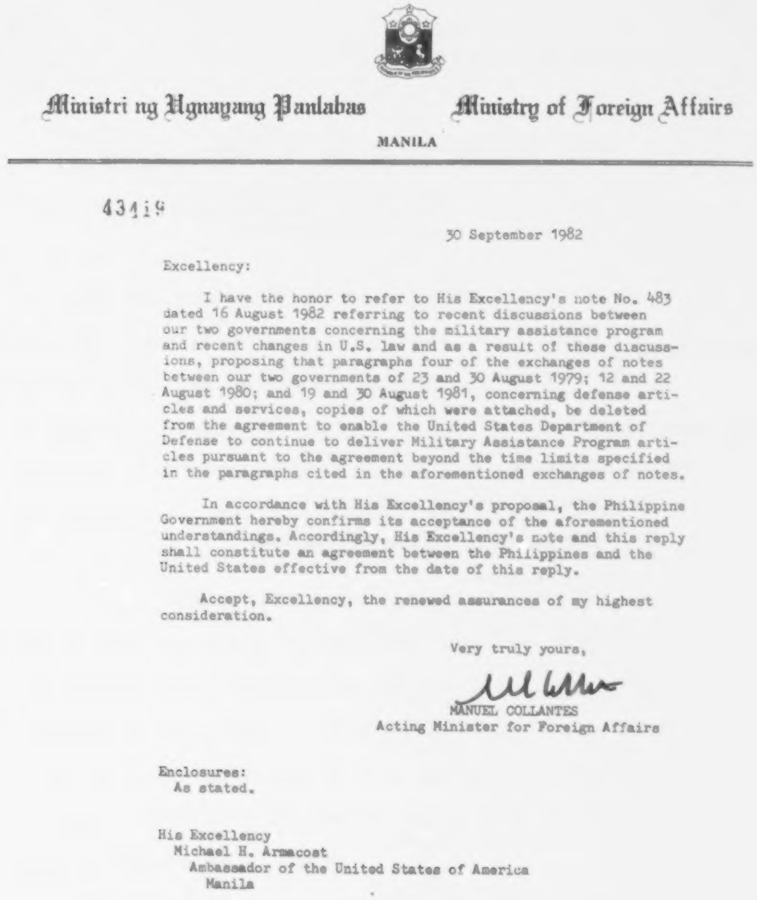
Michael H Armacost

Michael H. Armacost
Ambassador Extraordinary
and Plenipotentiary

Enclosures

His Excellency
Carlos P. Romulo
Minister of Foreign Affairs of
the Republic of the Philippines
Manila

### *The Philippine Acting Minister for Foreign Affairs to the American Ambassador*



Ministri ng Ugnayang Panlabas Ministry of Foreign Affairs
MANILA

43419

30 September 1982

Excellency:

I have the honor to refer to His Excellency's note No. 483 dated 16 August 1982 referring to recent discussions between our two governments concerning the military assistance program and recent changes in U.S. law and as a result of these discussions, proposing that paragraphs four of the exchanges of notes between our two governments of 23 and 30 August 1979; 12 and 22 August 1980; and 19 and 30 August 1981, concerning defense articles and services, copies of which were attached, be deleted from the agreement to enable the United States Department of Defense to continue to deliver Military Assistance Program articles pursuant to the agreement beyond the time limits specified in the paragraphs cited in the aforementioned exchanges of notes.

In accordance with His Excellency's proposal, the Philippine Government hereby confirms its acceptance of the aforementioned understandings. Accordingly, His Excellency's note and this reply shall constitute an agreement between the Philippines and the United States effective from the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Very truly yours,

MANUEL COLLANTES
Acting Minister for Foreign Affairs

Enclosures:
As stated.

His Excellency
Michael H. Armacost
Ambassador of the United States of America
Manila

# HONDURAS

## Economic Assistance: Economic Recovery Program

*Agreement signed at Tegucigalpa September 24, 1982;*
*Entered into force September 24, 1982.*

| | |
|---|---|
| PROGRAMA DE LA A.I.D. NO. 522-0230<br>(PRESTAMO DE LA A.I.D. NO. 522-K-046) | A.I.D. PROGRAM NO. 522-0230<br>(A.I.D. LOAN NO. 522-K-046) |

# CONVENIO DE PRESTAMO
# LOAN AGREEMENT

ENTRE
BETWEEN

LA REPUBLICA DE HONDURAS
THE REPUBLIC OF HONDURAS

Y
AND

LOS ESTADOS UNIDOS DE AMERICA
THE UNITED STATES OF AMERICA

PARA
FOR

PROGRAMA DE RECUPERACION ECONOMICA I
ECONOMIC RECOVERY PROGRAM I

Tegucigalpa, Honduras
24 de Septiembre de 1982

Programa de la A.I.D. No. 522-0230
(Préstamo de la A.I.D. No. 522-K-046)

## Convenio de Préstamo

De fecha 24 de septiembre de 1982

Entre

La República de Honduras,
actuando a través del Ministerio de
Hacienda y Crédito Público
("El Prestatario")

Y

Los Estados Unidos de América, actuando
a través de la Agencia para
el Desarrollo Internacional ("A.I.D.")

Por cuanto, el Gobierno de la República de Honduras, actuando a través del Ministerio de Hacienda y Crédito Público, ha solicitado, mediante Oficio No. S-158-82 del Ministro de Hacienda y Crédito Público de fecha 24 de agosto de 1982, que la A.I.D. proporcione apoyo financiero a su programa de recuperación económica;

Por cuanto, el Gobierno de los Estados Unidos, actuando a través de la A.I.D., desea ayudar al Gobierno de Honduras en sus esfuerzos de estabilización y recuperación;

Por tanto, las partes por este medio acuerdan:

### ARTICULO 1

### La Asistencia

La A.I.D. conviene en prestar al Prestatario, bajo los términos de este Convenio, una cantidad que no exceda Treinta y Cinco Millones de Dólares

---

A.I.D. Program No. 522-0230
(A.I.D. Loan No. 522-K-046)

## Loan Agreement

Dated September 24, 1982

Between

The Republic of Honduras,
acting through the
Ministry of Finance and Public Credit
("Borrower")

And

The United States of America, acting
through the Agency for
International Development ("A.I.D.")

Whereas, the Government of the Republic of Honduras, acting through the Ministry of Finance, has requested A.I.D., in letter No. S-158-82 dated August 24, 1982[1] from the Minister of Finance and Public Credit, to provide financial support to its program of economic recovery;

Whereas, the Government of the United States, acting through A.I.D., desires to assist the Government of Honduras in its stabilization and recovery efforts;

Now, therefore, the parties hereto agree as follows:

### ARTICLE 1

### The Assistance

A.I.D. agrees to lend to the Borrower, under the terms of this Agreement, not to exceed Thirty Five Million United States Dollars de los Estados Unidos (U.S. $35,000,000) ("El Préstamo") para apoyo a la balanza de pagos a fin de promover la estabilización financiera y la recuperación económica en Honduras. La suma de los desembolsos bajo el Préstamo se denominará "Capital".

---

[1] Not printed.

## ARTICULO 2

## Términos del Préstamo

SECCION 2.1 Amortización. El Prestatario amortizará el Capital bajo el Préstamo a la A.I.D. dentro de los cuarenta (40) años a partir de la fecha del desembolso del Préstamo (según se define en la Sección 4.2) en sesenta y una (61) cuotas semestrales aproximadamente iguales de Capital e intereses. La primera cuota del Capital será pagadera nueve anos y medio (9 1/2) después de la fecha de vencimiento del primer pago de intereses de conformidad con la Sección 2.2. La A.I.D. proporcionará al Prestatario una tabla de amortización de conformidad con esta Sección después del desembolso final efectuado bajo el Préstamo.

SECCION 2.2 Intereses. El Prestatario pagará a la A.I.D. intereses que se computarán a una tasa del dos por ciento (2%) anual durante los diez (10) años a partir de la fecha de desembolso de los fondos del Préstamo y a una tasa del tres por ciento (3%) anual de allí en adelante sobre el saldo insoluto del Capital y sobre intereses vencidos y no pagados. Los intereses serán pagaderos semestralmente. El primer pago de intereses vencerá y será pagadero dentro de seis meses después de la fecha de desembolso, en una fecha a ser especificada por la A.I.D.

SECCION 2.3 Aplicación, Moneda y Lugar de Pago. Todos los pagos de intereses y Capital que se efectúen en virtud del

(U.S. $35,000,000) ("Loan") for balance of payments support to promote financial stabilization and economic recovery in Honduras. The aggregate amount of disbursements under the Loan is referred to as "Principal."

## ARTICLE 2

## Loan Terms

SECTION 2.1 Repayment. The Borrower will repay to A.I.D. the Principal under the Loan within forty (40) years from the date of disbursement of the Loan (as defined in Section 4.2) in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.2. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after disbursement of the Loan.

SECTION 2.2 Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years after the date upon which the Loan funds are disbursed and at the rate of three percent (3%) per annum thereafter, on the outstanding balance of the Principal and on any due and unpaid interest. Interest will be payable semi-annually. The first payment of interest will be due and payable no later than six months after the date of disbursement, on a date to be specified by A.I.D.

SECTION 2.3 Application, Currency and Place of Payment. All payments of interest and Principal hereunder will presente Convenio se efectuarán en Dólares Estadounidenses y serán aplicados primero al pago de intereses vencidos y después a la amortización del Capital. A excepción de lo que la A.I.D. especificare de otra manera por escrito, los pagos se efectuarán al Contralor, Oficina de Administración Financiera, Agencia para el Desarrollo Internacional, Washington, D.C. 20523, U.S.A., y se considerarán efectuados cuando hayan sido recibidos por la Oficina de Administración Financiera.

SECCION 2.4 Pago Adelantado. Una vez pagados todos los intereses adeudados, el Prestatario podrá pagar por adelantado, sin ningún recargo, todo o parte del Capital. A menos que la A.I.D. acordare de otra manera por escrito, cualquier pago por adelantado será aplicado a las cuotas de Capital en el orden inverso de su vencimiento.

## ARTICULO 3

## Condiciones Previas

SECCION 3.1 Entrega de Fondos. Previo al desembolso de fondos bajo este Convenio, el Prestatario, a excepción de lo que la A.I.D. de otra manera conviniere por escrito, proporcionará a la A.I.D. en forma y substancia satisfactoria a la A.I.D.:

(A) un dictamen de un asesor jurídico aceptable a la A.I.D. que este Convenio ha sido debidamente autorizado, o ratificado, y celebrado en representación del Prestatario y que constituye una obligación válida y legalmente exigible del Prestatario de conformidad con todos sus términos; y

(B) una declaración del nombre de la persona que ocupa o que está encargada del despacho especificado en la Sección 8.2.

be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management..

SECTION 2.4 Prepayment. Upon payment of all interest due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in inverse order of their maturity.

## ARTICLE 3

## Conditions Precedent

SECTION 3.1 Release of Funds. Prior to the disbursement of funds under this Agreement, the Borrower shall, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(A) an opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized, or ratified by, and executed on behalf of the Borrower and that it constitutes a valid legally binding obligation of the Borrower in accordance with all of its terms; and

(B) a statement of the name of the person holding or acting in the office specified in Section 8.2.

SECCION 3.2 Notificación. Cuando la A.I.D. haya determinado que las Condiciones Previas especificadas en la Sección 3.1 han sido cumplidas, lo notificará prontamente al Prestatario.

SECCION 3.3 Fecha Final para las Condiciones Previas. Si las condiciones especificadas en la Sección 3.1 no han sido cumplidas dentro de los noventa (90) días a partir de la fecha del presente Convenio, o en una fecha posterior que la A.I.D. acordare por escrito, la A.I.D., a su opción, podrá dar por terminado el presente Convenio, notificándolo por escrito al Prestatario.

### ARTICULO 4

### Desembolso

SECCION 4.1 Depósito de Fondos Desembolsados. Después del cumplimiento de las Condiciones Previas, a solicitud por escrito del Prestatario, la A.I.D. depositará el producto del Préstamo en un banco o bancos designados por escrito por el Prestatario.

SECCION 4.2 Fecha de Desembolso. El desembolso por la A.I.D. se considerará efectuado en la(s) fecha(s) en que el producto del Préstamo sea depositado en el banco o bancos designado(s) de conformidad con la Sección 4.1.

SECCION 4.3 Fecha Final para la Solicitud de Desembolsos. A excepción de lo que la A.I.D. de otra forma acordare por escrito, la fecha final para solicitar desembolsos del producto del Préstamo será seis meses a partir del presente Convenio.

### ARTICULO 5

### Propósitos de los Fondos

SECCION 5.1 El Prestatario conviene que el Préstamo será utilizado para

SECTION 3.2 Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 3.1. have been met, it will promptly notify the Borrower.

SECTION 3.3 Terminal Date for Conditions Precedent. If the conditions specified in Section 3.1. have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by written notice.

### ARTICLE 4

### Disbursement

SECTION 4.1 Deposit of Disbursed Funds. After satisfaction of the Conditions Precedent, at the written request of the Borrower, A.I.D. will deposit the proceeds of the Loan in a bank or banks designated in writing by the Borrower.

SECTION 4.2 Date of Disbursement. Disbursement by A.I.D. will be deemed to occur on the date(s) the proceeds of the Loan are deposited in the bank or banks designated pursuant to Section 4.1.

SECTION 4.3 Terminal Date for Requesting Disbursement. Except as A.I.D. may otherwise agree in writing, the terminal date for requesting disbursement of the Loan proceeds shall be six months from the date of this Agreement.

### ARTICLE 5

### Purposes of Funds

SECTION 5.1. The Borrower agrees that the Loan will be used for balance of propósitos de balanza de pagos y no será utilizado para el financiamiento de necesidades militares de ninguna clase, incluyendo la adquisición de bienes o servicios para propósitos militares.

### ARTICULO 6

### Estipulaciones

SECCION 6.1 El Prestatario por este medio conviene que, a menos que la A.I.D. de otra manera acordare por escrito, que:

(1) asegurará la disponibilidad de por lo menos $35 millones en divisas durante un periodo no mayor de doce (12) meses a partir de la fecha de este Convenio, para la importación de materia prima, bienes intermedios, y repuestos de los Estados Unidos;

(2) establecerá una Cuenta Especial en el Banco Central de Honduras y depositará en ella Setenta millones de Lempiras (L.70,000,000) al desembolsarse el Préstamo en Dólares, y utilizar los Lempiras en tal Cuenta Especial para aquellos propósitos que las Partes puedan mutuamente acordar por escrito;

(3) utilizará de la asistencia aquí acordada, incluyendo los Lempiras depositados en la Cuenta Especial, de acuerdo con los criterios que el Gobierno de Honduras y la A.I.D. puedan mutuamente acordar por escrito;

(4) tomará las acciones necesarias para cumplir con los objetivos cualitativos y cuantitativos del recién negociado Acuerdo de Financiamiento Contingente con el Fondo Monetario Internacional, incluyendo aquellas necesarias para poder efectuar los desembolsos iniciales y subsiguientes en monedas duras bajo dicho Acuerdo y bajo la Facilidad de Financiamiento Compensatorio;

payments purposes and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

### ARTICLE 6

### Covenants

SECTION 6.1. The Borrower hereby convenants that, unless A.I.D. otherwise agrees in writing, it shall:

(1) assure the allocation of not less than $35 million in foreign exchange within a period of twelve (12) months of the date of this Agreement for the importation of raw materials, intermediate goods, and spare parts from the U.S.;

(2) establish a Special Account in the Central Bank of Honduras, and deposit therein Seventy Million Lempiras (L.70,000,000) upon disbursement of the Dollar Loan, and utilize the Lempiras in such Special Account for such purposes as may be mutually agreed upon in writing by the Parties;

(3) utilize the assistance hereunder, including the Lempiras deposited in the Special Account, in accordance with such criteria as may be agreed upon in writing by the Government of Honduras and A.I.D.;

(4) take the necessary steps to meet the qualitative and quantitative objectives of the recently negotiated Stand-by Arrangement with the International Monetary Fund, including those required to make the initial and subsequent hard currency drawings under that Arrangement and under the Compensatory Financing Facility;

(5) consultará con la A.I.D. regularmente a fin de revisar el progreso hacia el logro de los objetivos monetarios, fiscales y de balanza de pagos que este Programa de la A.I.D. se propone a apoyar, así como para tratar aspectos de la política macroeconómica que se relacionen a esta asistencia y a los objetivos de la Iniciativa para la Cuenca del Caribe; y,

(6) permitirá revisión del cumplimiento con las estipulaciones de este Convenio manteniendo registros financieros de conformidad con prácticas generalmente aceptadas de contabilidad por un periodo de por lo menos tres años después de la fecha de desembolso bajo el Convenio, y hará disponible tales registros para revisión en plazos razonables por representantes autorizados de la A.I.D.

## ARTICULO 7

## Casos de Incumplimiento

SECCION 7.1 Será un "caso de incumplimiento" si el Prestatario deja de:

(A) pagar en su fecha de vencimiento cualquier interes u otra amortización de Capital requerida bajo el presente Convenio,

(B) cumplir con cualquier otra estipulación del presente Convenio, o

(C) pagar en su fecha de vencimiento cualquier interes o amortización de capital u otro pago requerido bajo cualquier otro Préstamo, Garantia, u otro Convenio, entre el Prestatario o cualquiera de sus dependencias y la A.I.D. o cualquiera de sus agencias antecesoras.

SECCION 7.2 Si ocurriere un caso de incumplimiento, entonces la A.I.D. podrá,

(5) consult with A.I.D. on a regular basis to review progress towards achievement of the monetary, fiscal, and balance of payments objectives which this A.I.D. Program is designed to support as well as to discuss aspects of macroeconomic policy that relate to this assistance and to the objectives of the Caribbean Basin Initiative; and

(6) permit verification of compliance with the provisions of this Agreement by maintaining financial records in accordance with generally accepted accounting practices for a period of at least three years after the date of disbursement hereunder, and by making such records available for examination at reasonable times by authorized respresentatives of A.I.D.

## ARTICLE 7

## Events of Default

SECTION 7.1 It will be an "event of default" if the Borrower shall have failed:

(A) to pay when due any interest or other installment of Principal required under this Agreement, or

(B) to comply with any other provision of this Agreement, or

(C) to pay when due any interest or installment of Principal or other payment required under any other Loan, Guaranty, or other Agreement, between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

SECTION 7.2. If an event of default shall have occured, then A.I.D. may, at a su discreción, notificar al Prestatario que todo o cualquier parte del Capital insoluto bajo el Préstamo será vencido y pagadero sesenta (60) días a partir de esa fecha, y, a menos que tal caso de incumplimiento sea rectificado dentro de dicho periodo, tal Capital no amortizado y tales intereses acumulados con respecto a dicho Capital insoluto, será vencido y pagadero inmediatamente.

## ARTICULO 8

## Misceláneo

SECCION 8.1. Comunicaciones. El Prestatario conviene en proporcionar a la A.I.D. información relacionada a las situacion económica y financiera de Honduras según sea necesario. Cualquier notificación, solicitud, documento u otra comunicación suministrada por cualquiera de las Partes a la otra bajo el presente Convenio se hará por escrito o por telegrama o cable, y se considerará como debidamente despachado o enviado cuando sea entregado a dicha Parte en la siguiente dirección:

Para el Prestatario:

Ministerio de Hacienda y
Crédito Público
Tegucigalpa, D.C.
Honduras, C.A.

Dirección alterna para cables:

HACIENDA
Tegucigalpa, Honduras

Para la A.I.D.

Agencia para el Desarrollo
Internacional (A.I.D.)
Edo. Embajada Americana
Tegucigalpa, D.C.
Honduras, C. A.

its discretion, give the Borrower notice that all or any part of the unpaid Principal under the Loan will be due and payable sixty (60) days thereafter, and, unless such event of default is cured within that time, such unrepaid Principal, and interest accrued with respect to such unpaid Principal, will be due and payable immediately.

## ARTICLE 8

## Miscellaneous

SECTION 8.1 Communications. The Borrower undertakes to provide to A.I.D. such information relating to the economic and financial situations of Honduras as may be necessary. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Borrower:

Ministry of Finance and
Public Credit
Tegucigalpa, D.C.
Honduras, C.A.

Alternate address for cables:

HACIENDA
Tegucigalpa, Honduras

To A.I.D.:

Agency for International
Development (A.I.D.)
c/o American Embassy
Tegucigalpa, D.C.
Honduras, C.A.

Dirección alterna para cables

USAID/HONDURAS
AMEMBASSY
Tegucigalpa, Honduras

Todas las comunicaciones serán en inglés, a menos que las Partes convinieren de otra manera por escrito. Las direcciones anteriores podrán ser sustituidas por otras mediante notificación.

SECCION 8.2 Representantes. Para todos los propósitos relacionados con el presente Convenio, el Prestatario será representado por la persona que ocupe o esté encargada interinamente del Despacho del Ministro de Hacienda y Crédito Público, y la A.I.D. será representada por la persona que ocupe o esté encargada interinamente de la Oficina del Director de la Misión de la A.I.D. en la República de Honduras, quienes, mediante notificación escrita, podrá designar representantes adicionales. El Ministro de Hacienda y Crédito Público por este medio designa a la persona que ocupa o que está encargada interinamente del despacho del Presidente del Banco Central de Honduras como representante adicional para todos los propósitos, incluyendo la solicitud de adelantos y de desembolsos, y el recibo y administración de los mismos. Los nombres de los representantes del Prestatario, con muestras de firmas, serán suministrados a la A.I.D., la que podrá aceptar como debidamente autorizado cualquier instrumento firmado por tales representantes en la ejecución del presente Convenio, hasta que reciba notificación escrita de la revocación de su autoridad.

SECCION 8.3 Idioma del Convenio. Este Convenio está preparado en inglés y en español. En caso de ambigüedad o conflicto entre las dos versiones, prevalecerá la versión en el idioma inglés.

Alternative address for cables:

USAID/HONDURAS
AMEMBASSY
Tegucigalpa, Honduras

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2 Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance and Public Credit and A.I.D. will be represented by the individual holding or acting in the office of the Mission Director, USAID/Honduras, each of whom, by written notice, may designate additional representatives. The Minister of Finance and Public Credit hereby designates the individual holding or acting in the office of the Presidency of the Central Bank of Honduras as an additional representative for all purposes, including the requesting of advances and disbursements, and the receipt and management thereof. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Language of Agreement. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English version will control.

EN FE DE LO CUAL, la República de Honduras y los Estados Unidos de América, cada cual actuando a través de sus representantes debidamente autorizados, celebran y entregan el presente Convenio en el día y año indicados a principios del mismo.

LA REPUBLICA DE HONDURAS

Dr. Roberto Suazo Córdova
Presidente de la República

Lic. Rodolfo Matamoros
Ministro de Hacienda y
Crédito Público por Ley

IN WITNESS WHEREOF, the Republic of Honduras and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

John D. Negroponte
Ambassador

Anthony J. Cauterucci
Mission Director
USAID/HONDURAS

GPO: 1985 48-772 (12800)

# EGYPT

## Economic Assistance: Safaga Grain Silos Complex

*Agreement signed at Cairo September 25, 1982;*
*Entered into force September 25, 1982.*

A.I.D. Project No. 263-0165

# PROJECT
# GRANT AGREEMENT
# BETWEEN
# THE ARAB REPUBLIC OF EGYPT
# AND THE
# UNITED STATES OF AMERICA
# FOR THE
# SAFAGA GRAIN SILOS COMPLEX

Dated: September 25, 1982

## Table of Contents

## Project Grant Agreement

| | Page | [Pages herein] |
|---|---|---|
| Article 1: The Agreement | 1 | 2565 |
| Article 2: The Project | 1 | 2565 |
| SECTION 2.1. Definition of Project | 1 | 2565 |
| Article 3: Financing | 2 | 2566 |
| SECTION 3.1. The Grant | 2 | 2566 |
| SECTION 3.2. Grantee Resources for the Project | 2 | 2566 |
| SECTION 3.3. Project Assistance Completion Date | 2 | 2566 |
| Article 4: Conditions Precedent to Disbursement | 3 | 2567 |
| SECTION 4.1. First Disbursement | 3 | 2567 |
| SECTION 4.2. Additional Disbursements | 4 | 2568 |
| SECTION 4.3. Notification | 5 | 2569 |
| SECTION 4.4. Terminal Dates for Conditions Precedent | 5 | 2569 |
| Article 5: Special Covenants | 5 | 2569 |
| SECTION 5.1. Project Evaluation | 5 | 2569 |
| SECTION 5.2. Project Implementation | 6 | 2570 |
| SECTION 5.3. Decennial Liability | 6 | 2570 |
| SECTION 5.4. Grain Shipments | 6 | 2570 |
| Article 6: Procurement Source | 7 | 2571 |
| SECTION 6.1. Foreign Exchange Costs | 7 | 2571 |
| Article 7: Disbursement | 7 | 2571 |
| SECTION 7.1. Disbursement for Foreign Exchange Costs | 7 | 2571 |
| SECTION 7.2. Other Forms of Disbursement | 8 | 2572 |
| Article 8: Miscellaneous | 8 | 2572 |
| SECTION 8.1. Communications | 8 | 2572 |
| SECTION 8.2. Representatives | 9 | 2573 |
| SECTION 8.3. Standard Provisions Annex[1] | 10 | 2574 |

Annex 1

PROJECT DESCRIPTION

---

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0165

## Project Grant Agreement

Dated September 25, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the
Agency for International Development ("A.I.D.").

### Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

### Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to develop an efficient and economically-effective system for the receipt, storage and distribution of food grains. The Grant will finance the engineering and construction services, including equipment and materials, for a 100,000 metric-ton grain silo facility at Port Safaga, Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, the United States Government, acting through A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement not to exceed Eighty Million United States ("U.S.") Dollars ($80,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the life of the Project will be Thirty Million Three Hundred Thousand Egyptian Pounds (LE 30,300,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is December 31, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

---

[1] 75 Stat. 424; 22 U.S.C. §2151.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

## Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) A legal opinion by the Grantee that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) A statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(c) Evidence that the Ministry of Supply has an engineering services contract with a U.S. firm; and

(d) A detailed implementation plan adequate to carry out the Project, including (i) the establishment of the Project Implementation Office and the appointment of the Project Manager and Construction Superintendent of the Grantee, and (ii) a clear delineation of the organizational structure, authority, responsibilities and relationships of all parties involved in the implementation of the Project.

SECTION 4.2. Additional Disbursements. Prior to any disbursement, or the issuance of any commitment documents under the Grant for the procurement of goods and services other than engineering services, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance, evidence that the Ministry of Supply has entered into a turn-key type contract with a U.S. firm for the construction and procurement of commodities required for the Project.

SECTION 4.3. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

If the condition specified in Section 4.2 has not been met within ten months from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Project Implementation. Except as the Parties may otherwise agree in writing, the Grantee agrees that the Ministry of Supply will maintain a Project Implementation Office headed by a full-time Egyptian Project Manager vested with all authority necessary to carry out the Project.

SECTION 5.3. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

SECTION 5.4. Grain Shipments. The Grantee agrees that ocean-freight tenders for grain shipments to Safaga will include U.S.

flag vessels as eligible ocean carriers. The Grantee also agrees that grain of U.S. origin may be delivered and off-loaded at Safaga.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as the Parties may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services; or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Parties may agree to in writing.

## Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment Affairs
and International Cooperation
8 Adly Street
Cairo, Egypt

To A.I.D.:

U.S.A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Supply
99, Sharia Kasr El Aini
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of the Minister of Investment Affairs and International Cooperation, the Administrator of the Department for Economic Cooperation with U.S.A., or the Minister of Supply, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

| | |
|---|---|
| ARAB REPUBLIC OF EGYPT | UNITED STATES OF AMERICA |
| BY : | BY : |
| NAME : Prof. Dr. Wagih M. Shindy | NAME : Alfred L. Atherton, Jr. |
| TITLE: Minister of Investment Affairs and International Cooperation | TITLE: American Ambassador |
| BY : | BY : |
| NAME : Fouad Iskandar | NAME : M.P.W. Stone |
| TITLE: Administrator of the Department for Economic Cooperation with U.S.A. | TITLE: Director, USAID/Cairo |

---

[1] See footnote 1, p. 2564.

Implementing Organization

In acknowledgement of the foregoing Agreement, the Representative of the Implementing Organization has subscribed his name:

MINISTRY OF SUPPLY AND DOMESTIC TRADE

BY : a. a. Nouh.

NAME : Ahmed Ahmed Nouh

TITLE: Minister

Annex 1

## PROJECT DESCRIPTION

### 1. General Description

The Project consists of the design, construction and supervision services relating to a 100,000 metric-ton grain silo storage and off-loading facility located at Safaga, Egypt. The facility will include pneumatic ship unloading equipment to unload and transfer bulk grain directly from grain cargo ships into the storage silos for short- and long-term storage or transfer from the port to Qena and other flour processing areas in Upper Egypt by using bulk grain rail and truck carriers. The Project will reduce losses of wheat resulting from off loading, surge and ground storage, and hand bagging operations, and it will effect savings in bagging operations by adding the capacity to handle wheat shipped in bulk. By expanding these capacities and the quay to enable two ships to be offloaded simultaneously, offloading time will be reduced, effecting savings in demurrage and grain handling costs. Equally important, the expanded storage facilities will enhance the ability of the Grantee to take advantage of world wheat market conditions and prices. The Project shall be carried out in accordance with Implementation Letters pursuant to Article A of Annex 2 and mutually agreed upon Memoranda of Understanding.

### 2. Implementation

The Ministry of Supply and the General Authority for Supply and Commodities will implement the Project on behalf of the Grantee. The Grantee will contract with U.S. firms for engineering, construction and other services required for the Project.

The Project will include the management, operation and maintenance of the plant. Because of the remote location of the Safaga complex, the Grantee recognizes the need to establish a Project Implementation Office headed by a full-time Project Manager supported by appropriate financial, engineering and administrative staff, with all authority necessary to implement the Project in accordance with the construction schedule. The Grantee also recognizes the need for a full-time Construction Superintendent and support staff at Safaga, reporting to the Project Manager, with authority necessary to implement the Project in accordance with the construction schedule. The Grantee will assign highly competent personnel to the plant.

The U.S. engineering firm will be vested with necessary authority to supervise, on behalf of the Grantee under the direction of the Construction Superintendent, construction works in accordance with both the Project design and construction schedule. Construction of the Project will be undertaken by a U.S. "whole-of-the-works" (or "turnkey") contractor which shall have sole responsibility for such work. The turnkey contractor shall have the right to select the local firms with which it subcontracts. The turnkey contractor will be required to establish a training program for key management personnel and for personnel who will be involved in the operation and maintenance of the facility. Most of the training will be done by in-country training programs, but some personnel may be trained in the United States.

Support facilities will be constructed for all Egyptian personnel involved in the construction and management of the Project to expedite start-up activities, enhance recruitment of an adequate labor force and facilitate timely implementation of the Project.

### 3. Illustrative Financial Plan

Table I provides a summary cost estimate for the Project. Changes may be made in the financial plan by written agreement of the representatives of the Parties identified in Section 8.2 without formal amendment of the Agreement, provided such changes do not cause (1) A.I.D.'s Grant contribution for the Project to exceed the amount set forth under Section 3.1 or (2) the Grantee's contribution for the Project to be less than the amount set forth under Section 3.2.

Project No. 263-0165

TABLE I

PROJECT FINANCIAL PLAN
(In Million of U.S. Dollars)

| MAJOR PROJECT ELEMENTS | A.I.D. FX | GRANTEE LC* | TOTAL |
|---|---|---|---|
| Engineering Services Contract | 4.0 | 1.0 | 5.0 |
| Turnkey Contractor | 68.0 | 32.3 | 100.3 |
| Contingency | 8.0 | 3.4 | 11.4 |
| TOTAL | 80.0 | 36.7 | 116.7 |

---

* Local currency is calculated at the rate of LE 0.83 = $1.00.
[Footnote in the original.]

## EGYPT

### Economic Assistance: Production Credit

*Agreement signed at Cairo September 25, 1982;*
*Entered into force September 25, 1982.*

A.I.D. Project No. 263-0147

# PROJECT
# GRANT AGREEMENT
# BETWEEN
# THE ARAB REPUBLIC OF EGYPT
# AND THE
# UNITED STATES OF AMERICA
# FOR
# PRODUCTION CREDIT

Dated: September 25, 1982

## Table of Contents

## Project Grant Agreement

| | Page | [Pages herein] |
|---|---|---|
| Article 1: The Agreement | 1 | 2583 |
| Article 2: The Project | 1 | 2583 |
| SECTION 2.1. Definition of Project | 1 | 2583 |
| Article 3: Financing | 2 | 2584 |
| SECTION 3.1. The Grant | 2 | 2584 |
| SECTION 3.2. Project Assistance Completion Date | 2 | 2584 |
| Article 4: Conditions Precedent to Disbursement | 3 | 2585 |
| SECTION 4.1. General | 3 | 2585 |
| SECTION 4.2. Disbursement for Short-Term Credit | 4 | 2586 |
| SECTION 4.3. Disbursement for Training, Technical Cooperation and Studies | 4 | 2586 |
| SECTION 4.4. Notification | 4 | 2586 |
| SECTION 4.5. Terminal Dates for Conditions Precedent | 4 | 2586 |
| Article 5: Special Covenants | 5 | 2587 |
| SECTION 5.1. Periodic Discussions | 5 | 2587 |
| SECTION 5.2. Special Account | 5 | 2587 |
| SECTION 5.3. Covenant Applicable to the Training, Technical Cooperation and Studies Activity | 6 | 2588 |
| SECTION 5.4. Project Evaluation | 6 | 2588 |
| Article 6: Procurement Source, Eligibility, and Utilization of Commodities under the Short-Term Credit Activity | 7 | 2589 |
| SECTION 6.1. AID Regulation 1 | 7 | 2589 |
| SECTION 6.2. Shipping | 7 | 2589 |
| Article 7: Source and Origin | 7 | 2589 |
| SECTION 7.1. Foreign Exchange Costs | 7 | 2589 |
| SECTION 7.2. Local Currency Costs | 8 | 2590 |

Article 8: Disbursement 8 2590

SECTION 8.1. Disbursement for Foreign Exchange Costs 8 2590
SECTION 8.2. Disbursement for Local Currency Costs 9 2591
SECTION 8.3. Other Forms of Disbursement 10 2592
SECTION 8.4. Rate of Exchange 10 2592
SECTION 8.5. Date of Disbursement 10 2592

Article 9: Miscellaneous 10 2592

SECTION 9.1. Communications 10 2592
SECTION 9.2. Representatives 11 2593
SECTION 9.3. Standard Provisions Annex[1] 12 2594

Annex 1

PROJECT DESCRIPTION

---

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0147

Project Grant Agreement

Dated September 25, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the
Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to expand the flow of credit to private productive sector enterprises in Egypt, through public and private sector banks as determined by the Grantee.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, the United States Government acting through A.I.D , pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement an amount not to exceed Sixty-eight Million United States ("U.S.") Dollars ($68,000,000) ("Grant").

The Grant may be used to finance Foreign Exchange Costs, as defined in Section 7.1, and Local Currency Costs, as defined in Section 7.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Five Hundred Thousand U.S. Dollars ($500,000).

SECTION 3.2. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as the Parties may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

---

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as the Parties may agree to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. General. Prior to any disbursment or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) A statement of the names of the persons authorized pursuant to Section 9.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Evidence of formal establishment by the Ministry of Investment Affairs and International Cooperation of a permanent private sector policy steering committee.

SECTION 4.2. Disbursement for Short-Term Credit. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the Short-Term Credit Activity, the Grantee shall issue an official document, to be made available to all potentially eligible banks and borrowers, which describes the agreed terms and conditions governing the use of Project funds for Short-Term Credit.

SECTION 4.3. Disbursement for Training, Technical Cooperation and Studies. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the Training, Technical Cooperation and Studies Activity, the Grantee shall, except as the Parties may otherwise agree in writing, establish an implementation plan in necessary and sufficient detail to effect the program.

SECTION 4.4. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.5. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Sections 4.2 and 4.3 have not been met within 180 days from the date of this Agreement, or such later date as the Parties may otherwise agree to in writing, A.I.D. may cancel the then undisbursed balance of the Grant, to the extent not irrevocably comitted to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Periodic Discussions. The Grantee, through the Private Sector Steering Committee, shall undertake periodic discussions with A.I.D., on ways to develop increased policy and programmatic support to the private sector.

SECTION 5.2. Special Account.

(a) Grantee will deposit in the existing Special Account established under the Commodity Import Program currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Commodities financed under the Short-Term Credit Activity. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account as may be designated by agreement of both Parties shall be made available to A.I.D. to meet its requirements.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance shall be disbursed for such purposes as may, subject to applicable law, be agreed upon by the Parties.

SECTION 5.3. Covenant Applicable to the Training, Technical Cooperation and Studies Activity. The Grantee shall emphasize proposals which are supportive of private sector development and which improve the skill level of private banking and other institutions.

SECTION 5.4. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

Article 6: Procurement, Eligibility, and Utilization of Commodities Under the Short-Term Credit Activity.

SECTION 6.1. A.I.D. Regulation 1. The procurement, eligibility and utilization of commodities and commodity-related services financed under the Short-Term Credit Activity are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as the Parties may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern, unless the Parties otherwise agree in writing.

SECTION 6.2. Shipping. For the purpose of meeting shipping requirements in Section C.6 of the Project Grant Standard Provisions Annex (Annex 2), the percentage of goods and commodities shipped on foreign flag vessels will be computed in conjunction with A.I.D. Loan Agreement No. 263-K-052[1] and compliance determined accordingly. This Grant Agreement and Loan Agreement No. 263-K-052 are tied for cargo perference compliance purposes only.

Article 7: Source and Origin.

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1 will be used exclusively to finance the costs of commodities, goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

---

[1] TIAS 9582; 30 UST 7247.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as the Parties may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 8: Disbursement

SECTION 8.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting documentation required by A.I.D. Regulation 1; or

(2) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Project; or,

(3) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 8.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Parties will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. shall be deemed to occur on the date of which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

## Article 9: Miscellaneous

SECTION 9.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment Affairs and
International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of the Minister of Investment Affairs and International Cooperation or the Administrator for the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

| | |
|---|---|
| ARAB REPUBLIC OF EGYPT | UNITED STATES OF AMERICA |
| BY : | BY : |
| NAME : Prof. Dr. Wagih Shindy | NAME : Alfred L. Atherton, Jr. |
| TITLE: Minister for Investment Affairs and International Cooperation | TITLE: American Ambassador |
| BY : | BY : |
| NAME : Fouad Iskandar | NAME : M. P. W. Stone |
| TITLE: Administrator for the Department for Economic Cooperation with U.S.A. | TITLE: Director, USAID/Cairo |

---

[1] See footnote 1, p. 2582.

ANNEX 1

## PROJECT DESCRIPTION

The Project will expand the flow of credit to Egypt's private sector by providing funds for on-lending through a broad range of Egyptian public and private banks. The project is designed to establish a framework for provision of a broad range of U.S. financial support to the Egyptian private sector starting in Fiscal Year 1982 and continuing through subsequent fiscal years. In addition to credit assistance, the project incorporates features designed to involve the Government of Egypt in private sector programming.

Public and private banks will be the implementing entities. Project funds will be made available to such institutions, through official Government of Egypt circulars defining the terms and conditions of the program in detail. Different Egyptian financial institutions will be encouraged to participate in channeling funds to the private sector. Such terms and conditions will be jointly reviewed and developed by the Government of Egypt and AID to reflect changing conditions.

A Private Sector Steering Committee (Committee) will play a major role. The Committee will engage in regular discussions with USAID on credit and conditions for Egypt's private sector and undertake broad implementation responsibilities. The Committee will undertake both advisory and executive functions. In addition, representatives of AID may be asked to participate with the Committee as it considers the implementation of the Project. The Committee will serve as the central coordination point for all components and, in effect, will represent the Government of Egypt in project-related matters.

The project includes two components for Fiscal Year 1982 obligation:

(1) Short-Term Credit Activity for imports; and

(2) Technical Cooperation, Training, and Studies

1. Short-Term Credit Activity: Short-Term Credit funds will be made available to participating banks on a transaction-by-transaction basis. Terms and conditions for credit use will be set forth in an official Government of Egypt circular to be made available to all participating banks for distribution to all potential eligible importers.

2. Training, Technical Cooperation, and Studies Activity: Technical cooperation and training will be made available to meet specific needs identified by the Committee. Activities will be designed to improve a variety of banking skills, including staff project appraisal capability and institutional capacity to review, approve and monitor transactions or sub-loans which may be financed under this program. In addition, funds will be made available for studies related to credit and the development of new financial instruments for the Egyptian banking system.

Attachment 1

FINANCIAL PLAN
(US $ 000)

| Sub-Component | | AID<br>(FX + LC) | TOTAL<br>(FX + LC) |
|---|---|---|---|
| I. | Short-Term Credit | $67,000 | $67,000 |
| II. | Technical Cooperation, Training and Studies | $1,000 | $1,000 |
| | Project Totals | $68,000 | $68,000 |

FX - Foreign Exchange
LC - Local Currency

# FRANCE

## Agriculture: Science and Technology

*Memorandum of understanding signed at Washington March 15, 1982;*
*Entered into force March 15, 1982.*

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA
# AND
# THE NATIONAL INSTITUTE FOR AGRONOMIC RESEARCH
# ON
# COOPERATION IN AGRICULTURAL SCIENCE AND TECHNOLOGY

## Preamble

The Department of Agriculture of the United States of America and the National Institute for Agronomic Research (hereinafter referred to as the Parties) hereby affirm their mutual interest and desire to collaborate in developing programs and exchanges in the field of Agricultural Science and Technology, and express their intention to explore joint activities which will lead to a broadening of cooperation in this field.

Activities conducted pursuant to this Memorandum will be determined after consultations between representatives of the Parties, and will be implemented by mutual agreement in conformity with the laws and agricultural policies of both countries.

## Article I

Cooperation may be developed in areas of agricultural science and technology in which there is mutual interest, as may be determined and agreed upon by the Parties.

## Article II

Cooperation under this Memorandum may be affected through the following means:

1. Exchange of materials and information;
2. Exchange of scientists, specialists, and researchers;
3. Exchange of plant germplasm, seeds, and other living material;
4. Organization of joint seminars, workshops, and conferences;
5. Development of joint research and exchange of results between scientific research institutions and organizations;
6. Other forms of cooperation as may be agreed upon by the Parties.

## Article III

For implementation of this Memorandum, a Joint Working Group will be established to provide guidance, to review the progress of activities, and to facilitate expansion of cooperation. The Working Group will meet once a year, alternately in the United States and France, unless otherwise agreed by the Parties.

## Article IV

In order to generate broad interest and increased activities, the Parties shall encourage the involvement of other interested government agencies, the scientific, academic and business communities of both countries, and interested third countries. The Parties will encourage and facilitate contacts between appropriate institutions and specialists, and work toward long-term cooperation in programs of research, extension and training.

## Article V

Results of research carried out under this Memorandum shall be made available to the world scientific community unless otherwise agreed by the Parties. Treatment of intellectual property and licenses will be mutually agreed upon by the Parties under the terms of the Memorandum of Understanding.

## Article VI

The designated Executive Agents for coordination and implementation of this Memorandum are the Office of International Cooperation and Development of the Department of Agriculture for the United States and the National Institute for Agronomic Research for France.

## Article VII

Each Party will bear the cost of its participation and personnel in cooperative activities unless the Parties agree on other arrangements. Activities pursuant to this Memorandum are subject to availability of funds and personnel, and to the laws and regulations of each country.

## Article VIII

This Memorandum shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by the written agreement of the Parties and may be terminated at any time by either Party upon six months' written notice. In the event of termination of this Memorandum, arrangements shall be made for completion of activities already under way.

## Article IX

Nothing in this Memorandum shall be interpreted to prejudice or modify existing understandings or agreements between the Parties.

Signed in Washington, D.C. this 15th day of March 1982, in duplicate in the English and French languages, both texts equally authentic.

For the Department of
Agriculture of the
United States of America

Joan S. Wallace [1]

For the National Institute for
Agronomic Research of France

Poly [2]

---

[1] Joan S. Wallace.

[2] Jacques Poly.

best copy available

# PROTOCOLE D'ACCORD
# DE COOPÉRATION EN RECHERCHE ET TECHNOLOGIE AGRICOLES
# ENTRE
# LE MINISTERE DE L'AGRICULTURE DES ETATS-UNIS
# ET
# INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE DE FRANCE.

## PREAMBULE

Le Ministère de l'Agriculture des Etats-Unis d'Amérique et l'Institut National de la Recherche Agronomique de France (auxquels il sera fait référence ci-après comme "les Parties") affirment par le présent protocole leur désir et leur intérêt mutuel de collaborer pour la mise en oeuvre de programmes de recherche et d'échanges dans le domaine de la Recherche et de la Technologie agricoles et ils manifestent leur intention de rechercher des actions en commun susceptibles d'engendrer un élargissement de la coopération dans ce domaine.

Les actions menées conformément à ce protocole seront définies après délibération entre représentants des Parties et seront mises en oeuvre par consentement mutuel en conformité avec les législations et les politiques agricoles des deux pays.

## ARTICLE I

La coopération peut se développer dans les domaines d'intérêt mutuel de la recherche et de la technologie agricoles, ainsi que les Parties pourront en décider et en convenir.

## ARTICLE II

La coopération afférente à ce protocole pourra être réalisée suivant les modalités suivantes :

1. Echange de matériel et d'informations ;
2. Echange de personnel scientifique, de spécialistes et de chercheurs
3. Echange de matériel génétique végétal (germplasma), de semences et d'autre matériel vivant ;
4. Organisation de séminaires communs, de colloques et de congrès ;
5. Mise en oeuvre de recherches en commun et d'échanges de résultats entre instituts et organismes de recherche scientifique ;
6. Autres procédures de coopération dont les Parties auront convenu.

## ARTICLE III

Pour la mise en oeuvre de ce protocole, un groupe de travail commun sera constitué pour fournir des recommandations, pour passer en revue l'avancement des travaux et pour favoriser le développement de la coopération. Le groupe de travail se réunira une fois par an, alternativement aux Etats-Unis et en France, sauf si les Parties en conviennent différemment.

## ARTICLE IV

Afin d'élargir le champ d'intérêt et d'accroître les activités, les Parties encourageront la participation d'autres organismes gouvernementaux intéressés, des communautés scientifiques, universitaires et commerciales des deux pays ainsi que des pays tiers intéressés. Les Parties encourageront et faciliteront les contacts entre organismes et spécialistes concernés et oeuvreront en faveur d'une coopération à long terme dans des programmes de recherche, de développement et de formation.

## ARTICLE V

Les résultats des recherches réalisées grâce à ce protocole seront accessibles à la communauté scientifique mondiale, sauf au cas où les parties en décideraient autrement. Le mode d'exploitation de la propriété intellectuelle et des licences sera fixé par les Parties, d'un commun accord, selon les termes du protocole d'accord.

## ARTICLE VI

Les organismes désignés pour réaliser la coordination et la mise en oeuvre de cet accord sont le Bureau de Coopération Internationale et de Développement du Ministère de l'Ágriculture des Etats-Unis et l'Institut National de la Recherche Agronomique de France.

## ARTICLE VII

Chaque partie assumera le financement des activités en coopération ainsi que la mise à disposition de personnel sauf si les parties conviennent d'autres procédures. Les actions afférentes à ce protocole d'accord sont dépendantes de la disponibilité de crédits et de personnel, ainsi que des lois et réglementations de chaque pays.

## ARTICLE VIII

Ce protocole entrera en vigueur dès sa signature et demeurera valable pour une durée de cinq années. Il peut être modifié ou élargi sur consensus écrit des Parties et peut prendre fin à tout moment à la demande de l'une des Parties sur préavis écrit de six mois.

En cas de résiliation de ce protocole, des mesures devront être prises pour que les actions déjà en cours soient menées à leur terme.

## ARTICLE IX

Il ne doit être tiré argument d'aucune disposition de ce protocole pour porter préjudice à des arrangements ou des conventions existant entre les Parties ou les modifier.

Signé à Washington, D.C.le 15 jour de mars 1982

en double exemplaire en langue française et anglaise, chaque version étant également digne de foi.

Pour le Ministère
de l'Agriculture
des Etats-Unis.
Joan S. Wallace

Pour l'Institut National
de la Recherche Agronomique
de France.

# LEBANON

## Peacekeeping: Multinational Force

*Agreement effected by exchange of notes*
*Signed at Beirut September 25, 1982;*
*Entered into force September 25, 1982.*

Reproduced from poor document.

## *The Lebanese Deputy Prime Minister and Minister of Foreign Affairs to the American Ambassador*

REPUBLIQUE LIBANAISE
MINISTERE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE-MER

LE MINISTRE

Beirut the 25th of September 1982,

Your Excellency,

I have the honor to refer to the urgent discussions between representatives of our two governments concerning the recent tragic events which have occurred in the Beirut area, and to consultations between my government and the Secretary General of the United Nations pursuant to United Nations Security Council Resolution 521.[1] On behalf of the Republic of Lebanon, I wish to inform Your Excellency's Government of the determination of the Government of Lebanon to restore its sovereignty and authority over the Beirut area and thereby to assure the safety of persons in the area and bring an end to violence that has recurred. To this end, Israeli forces will withdraw from the Beirut area.

In its consultations with the Secretary General, the Government of Lebanon has noted that the urgency of the situation requires immediate action, and the Government of Lebanon, therefore, is, in conformity with the objectives in U.N. Security Council Resolution 521, proposing to several nations that they contribute forces to serve as a temporary Multinational Force (MNF) in the Beirut area.[2] The mandate of the MNF will be to provide an interposition force at agreed locations and thereby provide the Multinational presence requested by the Lebanese Government to assist it and the Lebanese Armed Forces (LAF) in the Beirut area. This presence will facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, and thereby further efforts of my government to assure the safety of persons in the area and bring to an end the violence which has tragically recurred. The MNF may undertake other functions only by mutual agreement.

---

[1] Adopted Sept. 19, 1982.

[2] For exchange of notes of Aug. 18 and 20, 1982 on U.S. participation in a Multinational Force, see TIAS 10463.

In the foregoing context, I have the honor to propose that the United States of America deploy a force of approximately 1200 personnel to Beirut, subject to the following terms and conditions:

-- The American military force shall carry out appropriate activities consistent with the mandate of the MNF.

-- Command authority over the American Force will be exercised exclusively by the United States Government through existing American military channels.

-- The LAF and MNF will form a liaison and coordination Committee, composed of representatives of the MNF participating governments and chaired by the representatives of my Government. The Liaison and Coordination Committee will have two essential components: (A) Supervisory liaison; and (B) Military and technical liaison and coordination.

-- The American Force will operate in close coordination with the LAF. To assure effective coordination with the LAF, the American Force will assign liaison officers to the LAF and the Government of Lebanon will assign liaison officers to the American Force. The LAF liaison officers to the American Force will, inter alia, perform liaison with the civilian population and with the U.N. observers and manifest the authority of the Lebanese Government in all appropriate situations. The American Force will provide security for LAF personnel operating with the U.S. contingent.

-- In carrying out its mission, the American Force will not engage in combat. It may , however, exercise the right of self-defense.

-- It is understood that the presence of the American Force will be needed only for a limited period to meet the urgent requirements posed by the current situation. The MNF contributors and the Government of Lebanon will consult fully concerning the duration of the MNF presence. Arrangements for the departure of the MNF will be the subject of special consultations between the Government of Lebanon and the MNF participating governments. The American Force will depart Lebanon upon any request of the President of Lebanon or upon the decision of the President of the United States.

-- The Government of Lebanon and the LAF will take all measures necessary to ensure the protection of the American Force's personnel, to include securing assurances from all armed elements not now under the authority of the Lebanese Government that they will refrain from hostilities and not interfere with any activities of the MNF.

-- The American Force will enjoy both the degree of freedom and movement and the right to undertake those activities deemed necessary for the performance of its mission for the support of its personnel. Accordingly, it shall enjoy the privileges and immunities accorded the administrative and technical staff of the American Embassy in Beirut, and shall be exempt from immigration and customs requirements, and restrictions on entering or departing Lebanon. Personnel, property and equipment of the American Force introduced into Lebanon shall be exempt from any form of tax, duty, charge or levy.

I have the further honor to propose, if the foregoing is acceptable to Your Excellency's Government, that Your Excellency's reply to that effect, together with this Note, shall constitute an agreement between our two governments.

Please accept, Your Excellency, the assurances of my highest consideration.

Fouad Boutros

Deputy-Prime Minister
Minister of Foreign Affairs

His Excellency
Mr. Robert Dillon
Ambassador of the United States

Beirut

### *The American Ambassador to the Lebanese Deputy Prime Minister and Minister of Foreign Affairs*

No. 100 Beirut, September 25, 1982

Your Excellency:

I have the honor to refer to Your Excellency's note of 25 September 1982 requesting the deployment of an American Force to the Beirut area. I am pleased to inform you on behalf of my Government that the United States is prepared to deploy temporarily a force of approximately 1200 personnel as part of a Multinational Force (MNF) to establish an environment which will permit the Lebanese Armed Forces (LAF) to carry out their responsibilities in the Beirut area. It is understood that the presence of such an American Force will facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, an objective which is fully shared by my Government, and thereby further efforts of the Government of Lebanon to assure the safety of persons in the area and bring to an end the violence which has tragically recurred.

His Excellency
Fouad Butrus,
Deputy Prime Minister and
Minister of Foreign Affairs,
Beirut.

I have the further honor to inform Your Excellency that my Government accepts the terms and conditions concerning the presence of the American Force in the Beirut area as set forth in your note, and that Your Excellency's note and this reply accordingly constitute an agreement between our two Governments.

[1]

---

[1] Robert Dillon.

## AUSTRIA

## Atomic Energy: Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Programs

*Agreement extending the agreements of February 25 and March 3, 1977, as extended.*
*Effected by exchange of telexes*
*Dated August 21 and September 10, 1981;*
*Entered into force September 10, 1981;*
*Effective September 3, 1981.*

### *The Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie, to the Director for Research, United States Nuclear Regulatory Commission*

TELEX No. 470 August 21, 1981

Dr. Robert Minogue
Director
Office of Nuclear Regulatory Research
United States Nuclear Regulatory Commission

Dear Dr. Minogue:

We are very pleased to refer to the two reactor safety research agreements on LOFT[1] and PBF[2] signed on March 3, 1977 between the United States Nuclear Regulatory Commission (USNRC) and Osterreichisches Forschungszentrum Seibersdorf Ges.m.b.H (OFZS) and to their 6-months extension effective as of March 3, 1981.[3]

Appreciating the continuous and significant benefits Austrian nuclear safety personnel has gained by its participation and in the light of the potentional for new initiatives later this year in regard to the use of nuclear power in Austria, the OEFZS would welcome a further extension of the two research participation agreements mentioned above.

It is proposed, that the two agreements be extended for a period of 6 months on the basis of OEFZS technical participation and in-kind-contributions, effective as of September 3, 1981. This includes as the Austrian contribution the further work of Mr. Modro with EG and G, Idaho, the completion of the tasks as defined in attachments 1 and 2 to the letter of OEFZS from March 18, 1981, i.e. the steam-water mixer, the technical support to the LOFT augmented operator capability, the performance of texts in the ZMT-LOOP and the baloon core model development. An updating of these tasks will be provided in the near future, not later than at the beginning of September of this year.

Sincerely

W. Binner, OEFZS

---

[1] TIAS 8686; 28 UST 6733.
[2] TIAS 8685; 28 UST 6721.
[3] TIAS 10135; 33 UST 1601.

*The Director for Operations, United States Nuclear Regulatory Commission, to the Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie*

US. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

TELEX: 07/5400 SGAE September 10, 1981

Mr. Walter Binner
Oesterreichische, Studiengesellschaft
F Atomenergie Ges.M.B.H.
Lenaugasse 10, A-1082
Vienna, Austria

We are pleased to refer to your telex of August 21, 1981 regarding the two reactor safety agreements on LOFT and PBF signed on March 3, 1977 between USNR and the OEFZS. We agree to a further extension of six months for these agreements in accordance with the provisions of your telex referred to above.

William J. Dircks

# AUSTRIA

## Atomic Energy; Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Programs

*Agreement extending the agreement of February 25 and March 3, 1977, as extended.*
*Effected by exchange of telex and letter*
*Dated at Washington March 2 and September 9, 1982;*
*Entered into force September 9, 1982;*
*Effective March 3, 1982.*

*The Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie, to the Director for Research, United States Nuclear Regulatory Commission*

TELEX March 2, 1982

Dr. Robert Minogue
Director
Office of Nuclear Regulatory Research
United States Nuclear Regulatory Commission

Dear Dr. Minogue:

Thank you very much for your letter dated January 14, 1982,[1] received February 3, 1982.

OEFZS is eager to continue LOFT[2] collaboration until the middle of 1983, or longer, if LOFT is continued. The same holds for PBF[3] or its following project. Therefore we are sending USNRC deposit of US $30,000 as part of our contribution to LOFT agreement. The Austrian Chancellor Dr. Kreisky in principal favours our participation in the international projects in reactor safety research, so the request of funding further participation in LOFT and PBF has been submitted to his office and is being processed now. We kindly ask you to extend further participation in both projects until further clarification has been achieved. I understand we will meet soon in Paris for discussions of LOFT. I am looking forward to negotiations with you on the conclusion of new agreements.

Yours Sincerely

Walter Binner

---

[1] Not printed.

[2] TIAS 8686, 10135, 10510; 28 UST 6733; 33 UST 1601; *ante*, p. 2615.

[3] TIAS 8685, 10135, 10510; 28 UST 6721; 33 UST 1601; *ante*, p. 2615.

## *The Director for Operations, United States Nuclear Regulatory Commission, to the Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie*

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

SEP 0 9 1982

Mr. Walter Binner
Institut fur Reaktor Sicherheit
Osterreichisches Forschungszentrum
Seibersdorf Ges.m.b.H
Lenaugasse 10, A-1082 WIEN
Austria

Dear Mr. Binner:

I am pleased to refer to your telex of March 2, 1982, proposing an extension of the Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) research participation and technical exchange agreements between the Osterreichisches Forschungszentrum Seibersdorf Ges.m.b.H (OFZS) and the U.S. Nuclear Regulatory Commission (NRC).

The NRC agrees with OFZS regarding the general desirability of an extension of the above-mentioned agreements and is pleased to extend our LOFT agreement for a period of 12 months, ending March 3, 1983.

The 30 thousand dollars referred to in your telex as partial payment towards the LOFT program has now been received and I thank you for this. Unfortunately, we continue to face the funding problem described to you in Mr. Minogue's letter of January 14, 1982. We respectfully request, therefore, that you endeavor to complete this year's payment of $75,000.

As for the PBF agreement, this facility effort has been restructured and it is now an integral part of the overall Fuel Behavior Branch Severe Fuel Damage program, which also includes in-reactor tests in the Annular Core Research Reactor (ACRR) and probably NRU, or out-of-reactor tests, and modeling and computer code development.

Based on weighted Gross National Product (GNP), the cost to Austria for participation in this program would be an additional 150 thousand dollars to match the contributions from other countries. Mr. Silberberg, NRC, Office of Nuclear Regulatory Research, discussed this with Dr. Sdouz of your organization at the Halden meeting in Finland this past June. If you are interested in participating in this overall program, please contact Mr. Mel Silberberg ((301) 427-4266) to discuss program details.

Thank you for your cooperation in these matters and be assured of my interest in our continuing relationship.

Sincerely,

William J. Dircks

William J. Dircks
Executive Director for Operations

# BELIZE

## Parcel Post

*Agreement, with details of implementation, signed at Belize City and Washington September 14 and 28, 1982;*
*Approved and ratified by the President of the United States of America December 31, 1982;*
*Entered into force January 1, 1983.*

# PARCEL POST AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF BELIZE

TABLE OF CONTENTS

| | | | Page | [Pages herein] |
|---|---|---|---|---|
| Article | 1. | Definitions | 1 | 2627 |
| Article | 2. | Postage Rates and Other Charges | 1 | 2627 |
| Article | 3. | Cancellation of Non-Postal Fees | 2 | 2628 |
| Article | 4. | Conditions of Acceptance | 2 | 2628 |
| Article | 5. | Limits of Size and Weight | 2 | 2628 |
| Article | 6. | Treatment of Parcels Wrongly Accepted | 3 | 2629 |
| Article | 7. | Sender's Instructions at the Time of Posting | 3 | 2629 |
| Article | 8. | Insured Parcels | 3-4 | 2629 |
| Article | 9. | Return to Origin of Undeliverable Parcels | 4-5 | 2630 |
| Article | 10. | Abandonment by the Sender of an Undelivered Parcel | 5 | 2631 |
| Article | 11. | Return to Origin in Consequence of a Suspension of Service | 5 | 2631 |
| Article | 12. | Withdrawal from the Post; Alteration or Correction of Address | 6 | 2632 |
| Article | 13. | Principle and Extent of Liability of Administrations | 6-7 | 2632 |
| Article | 14. | Non-Liability of Postal Administrations for Insured Parcels | 7-8-9 | 2633 |
| Article | 15. | Determination of Liability Between the Administrations | 9-10 | 2635 |
| Article | 16. | Payment of Indemnity | 10-11 | 2636 |
| Article | 17. | Reimbursing the Administration Which Paid the Indemnity | 11 | 2637 |
| Article | 18. | Possible Recovery of the Indemnity from the Sender or from the Addressee | 11-12 | 2637 |
| Article | 19. | Terminal Rates | 12 | 2638 |
| Article | 20. | Transit Land Rates and Sea Rates | 12-13 | 2638 |

TABLE OF CONTENTS (CONT'D)

| | | | Page | [Pages herein] |
|---|---|---|---|---|
| Article | 21. | Determination of a Single Rate Per Kilogram | 13 | 2639 |
| Article | 22. | Adjustment of Terminal, Transit Land, and Sea Rates | 13-14 | 2639 |
| Article | 23. | Air Conveyance Dues | 14 | 2640 |
| Article | 24. | Transit Parcels | 14 | 2640 |
| Article | 25. | No Additional Rates, Charges, or Fees | 14 | 2640 |
| Article | 26. | Temporary Suspension | 15 | 2641 |
| Article | 27. | Details of Implementation | 15 | 2641 |
| Article | 28. | Arbitration | 15 | 2641 |
| Article | 29. | Additional Rules and Regulations | 15 | 2641 |
| Article | 30. | Application of the UPU Parcels Agreement | 16 | 2642 |
| Article | 31. | Entry into Force and Duration of the Agreement | 16 | 2642 |

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement which governs the exchange of parcels between the United States of America and Belize including any areas for which the postal administrations of these countries exercise parcel post responsibilities:

Article 1. Definitions

The following terms shall have the indicated meanings in this Agreement:

1. Administration - a postal administration signatory to this Agreement;

2. Convention - the Universal Postal Convention [1] as enacted by Universal Postal Congresses from time to time;

3. Gold franc - the postal monetary standard established in the Constitution of the Universal Postal Union;

4. Ordinary parcel - an uninsured parcel;

5. UPU - Universal Postal Union;

6. UPU Parcels Agreement - the Postal Parcels Agreement of the UPU as enacted by Universal Postal Congresses from time to time.

Article 2. Postage Rates and Other Charges

1. Each administration shall fix the postage rates applicable to parcels originating in its country.

2. Each administration shall be authorized to collect supplementary charges in accordance with the provisions governing such charges in the UPU Parcels Agreement.

---

[1] TIAS 5881, 7150, 8231, 9[illegible]2; 16 UST 1291; 22 UST 1056; 27 UST 335; 32 UST 4587.

Article 3. Cancellation of Non-Postal Fees

Each administration shall ensure that the customs duty and other non-postal fees are cancelled in the case of a parcel:

(a) returned to origin;

(b) redirected to a third country;

(c) abandoned by the sender; or,

(d) lost or destroyed in its service.

Article 4. Conditions of Acceptance

In order to be accepted in the service, each parcel shall satisfy the conditions of acceptance established in the UPU Parcels Agreement, as modified by this Agreement.

Article 5. Limits of Size and Weight

1. A parcel:

(a) shall not exceed 1.05 meters in length nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

(b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1.

Article 6. Treatment of Parcels Wrongly Accepted

1. When a parcel containing a prohibited article has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration discovering its presence.

2. When a wrongly accepted parcel is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the parcel has been dealt with and of the restriction or prohibition which required such treatment.

3. The return to origin of a wrongly accepted parcel shall be free of charge to the administration of origin.

Article 7. Sender's Instructions at the Time of Posting

1. At the time of posting, the sender shall be required to indicate the treatment to be given in case of non-delivery.

2. One of the following instructions only may be given:

(a) return to the sender;

(b) deliver to an alternate addressee; or,

(c) abandon the parcel.

3. If no instruction has been given, or if the instruction on the parcel is defaced, the parcel shall be treated as provided in Article 9, section 3.

Article 8. Insured Parcels

1. The following rules shall govern the insured value of insured parcels:

(a) each administration shall limit the insured value of each insured parcel to an amount which may not exceed 750 gold francs; and,

(b) a sender may be permitted to insure only part of the actual value of the contents of a parcel, but may not insure a parcel for more than the actual value of its contents.

2. Fraudulently insuring a parcel for a value greater than its actual value may subject the sender to any legal proceedings prescribed by the internal legislation of the country concerned.

3. A fraudulent insurance claim may subject the claimant to any legal proceedings prescribed by the internal legislation of the country in which the claim is made.

4. A receipt shall be handed over free of charge to the sender of an insured parcel at the time of posting.

5. The administrations may, by exchange of correspondence, agree to increase or decrease the maximum amount of insurance established in section 1.

Article 9. Return to Origin of Undeliverable Parcels

1. A parcel refused by a sole addressee shall be returned immediately to the administration of origin.

2. An undeliverable insured parcel shall be returned as an insured parcel.

3. After the expiration of the retention period for parcels, each undeliverable parcel shall be returned to the administration of origin if the sender has given none of the instructions prescribed by Article 7, or if those instructions have been defaced.

4. Neither administration shall assess any rates or charges against the other administration for the return of parcels to origin.

Article 10. Abandonment by the Sender of an Undelivered Parcel

1. If the sender has instructed under Article 7, section 2(c), that a parcel which cannot be delivered to the addressee should be treated as abandoned, that parcel shall be treated by the administration of destination according to its internal regulations.

2. Neither administration shall make any claim against the other for such parcels.

Article 11. Return to Origin in Consequence of a Suspension of Service

The return of a parcel to its origin in consequence of a suspension of service pursuant to Article 26 shall be free of charge to the administration of origin for any parcel dispatched prior to its receipt of the notice of the suspension.

Article 12. Withdrawal from the Post; Alteration or Correction of Address

1. The sender of a parcel may, in accordance with the provisions of the Convention governing requests for withdrawal from the post or alteration or correction of address, ask for its return to origin or ask to have its address altered or corrected, provided he pays the applicable charge.

2. Such requests shall be transmitted to a post office which is specifically designated by each administration to receive such requests.

Article 13. Principle and Extent of Liability of Administrations

1. (a) The administrations shall not be liable for loss of, theft from, or damage to an ordinary parcel.

(b) The administrations shall be liable for loss of, theft from, or damage to an insured parcel, except as provided in Article 14.

2. For insured parcels, the sender shall be entitled (subject to section 5 of this Article) to an indemnity not exceeding the insured value, in gold francs, of the articles lost, stolen, or damaged; no indemnity shall be paid for loss of profits or other indirect or consequential losses. In the case of a damaged insured article, the indemnity may be limited to the amount necessary to repair the article.

3. Except in the case of a damaged article that may be fully repaired at a cost less than the cost of replacement, the indemnity shall be calculated according to the price,

converted into gold francs, of goods of the same kind at the place and time the insured parcel was accepted for conveyance. If there is no market price to serve as reference, the indemnity shall be calculated according to the ordinary value of goods whose value is assessed on the same basis.

4. When an indemnity is due for the loss of an insured parcel, the sender shall also be entitled to the repayment of the charges paid with the exception of the insurance charge.

5. The sender may waive his rights as prescribed in section 2 in favor of the addressee or a third party. Satisfactory written evidence of such waiver must be provided by the party asserting the existence of the waiver before the indemnity will be paid.

## Article 14. Non-Liability of Postal Administrations for Insured Parcels

1. The administrations shall cease to be liable for insured parcels which they have delivered in accordance with their internal regulations. Liability shall however be maintained:

(a) when theft or damage is discovered either before delivery or at the time of delivery of an insured parcel or when, internal regulations permitting, the addressee, or the sender if the parcel is returned to origin, makes reservations in taking delivery of an insured parcel which has been rifled or damaged; or,

(b) when the addressee or, in the case of return to origin, the sender notifies the delivering administration without delay that he has found theft or damage and has established to its satisfaction that such theft or damage did not occur after delivery.

2. The administrations shall not be liable:

(a) for the loss, theft, or damage of an insured parcel:

(i) in case of force majeure: the administration in whose service the loss, theft or damage occurred shall decide, according to the laws of its country, whether the loss, theft, or damage was due to circumstances amounting to a case of force majeure; these circumstances shall be communicated to the administration of origin if it so requests; nevertheless, the administration of origin shall still be liable if it has undertaken to cover risks of force majeure;

(ii) when an administration cannot account for a parcel because of the destruction of official records by force majeure, provided that proof of its liability has not been otherwise produced;

(iii) when the damage has been caused by the fault or negligence of the sender or by the nature of the contents of the parcel; or

(iv) in the case of a parcel which has been fraudulently insured for a sum greater than the actual value of its contents.

(b) for a parcel the contents of which are prohibited under this Agreement; or

(c) in the case of sea or air conveyance when the administrations have indicated that they cannot accept liability for insured parcels on board the ships or aircraft they use.

3. Each administration, when providing transit services for insured parcels originating in or destined to the other administration, shall not be liable for the loss, theft, or damage of such transit parcels; however, the administrations may mutually agree by exchange of correspondence to accept liability for such parcels.

4. Liability for insured parcels which are redirected to a third country by the administration of destination at the request of the sender or addressee shall be limited to the indemnity recoverable from the third country.

5. The administrations shall not be liable for customs declarations, in whatever form these are made, nor for decisions made by the Customs on examination of parcels submitted to customs control.

### Article 15. Determination of Liability Between the Administrations

1. Liability shall rest with the administration which, having received an insured parcel without making a reservation and being furnished with all the prescribed means of inquiry, cannot prove either delivery to the addressee or, where appropriate correct redirection to another administration.

2. If the loss, theft, or damage occurs in the course of conveyance without it being possible to establish in which country's territory or service it happened, the administrations shall share the payment of indemnity equally.

3. If theft or damage is discovered by the administration of destination upon an inspection of the parcel immediately after its arrival, liability shall rest with the administration of origin.

4. If the loss, theft, or damage of an insured parcel occurs in the territory or service of an intermediate administration which does not accept insured parcels or which has adopted a maximum insured value lower than the amount of the loss, the administration of origin shall bear the loss not covered by the intermediate administration.

5. The administration which has paid the indemnity shall take over the rights, up to the amount of the indemnity, of the person who has received it in any action which may be taken against the addressee, the sender, or third parties.

### Article 16. Payment of Indemnity

1. Payment of indemnity shall be made as soon as possible and, at the latest, within six months from the day following the day of inquiry.

2. When the administration responsible for payment does not undertake to cover risks of force majeure, and when, at the end of the period prescribed in section 1, the question of whether the loss, theft, or damage is due to such causes has not been decided, it may exceptionally postpone settlement of the indemnity beyond that period, but such postponement shall not exceed six additional months.

3. The administration of origin or destination, as the case may be, shall be authorized to indemnify the rightful claimant on behalf of the other administration which has allowed five months to pass after receiving notice without finally settling the matter or without informing the administration of origin or destination, as the case may be, that the loss, theft, or damage appeared to be due to force majeure.

### Article 17. Reimbursing the Administration Which Paid the Indemnity

The administration responsible for payment, or on behalf of which payment is made, shall reimburse the administration which made the payment the amount of indemnity actually paid to the rightful claimant. Such reimbursement shall be made within four months of the dispatch of the notice of payment.

### Article 18. Possible Recovery of the Indemnity from the Sender or from the Addressee

1. If, after payment of the indemnity, a parcel or part of a parcel previously considered lost, is found, the person to whom indemnity has been paid shall be advised that he may take delivery of it within a period of three months on his repayment of the amount of the indemnity he received, or, if the insured contents of the parcel are damaged, on his repayment of the amount of the indemnity less an amount necessary to pay for the necessary repairs.

2. If the sender or the addressee takes delivery of the parcel or part of the parcel recovered against repayment of all or part of the amount of the indemnity, that sum shall be refunded to the administration which bore the loss.

3. If the indemnified person refuses to take delivery of the parcel, it shall become the property of the administration which bore the loss.

Article 19. Terminal Rates

1. Each administration, in its exchange of parcels by air and surface means, shall have the right to collect from the other administration a terminal rate for the costs it incurs for the surface conveyance, handling, and delivery of parcels destined to addresses in its areas of responsiblity.

2. The terminal rate shall be a single rate expressed in gold francs per kilogram and shall correspond to the costs incurred for surface conveyance, handling, and delivery, or be derived in accordance with the formula set forth in Article 21.

3. The terminal rate shall be applicable to the gross weight in kilograms of all parcels destined to addresses within the receiving administration.

Article 20. Transit Land Rates and Sea Rates

1. Each administration shall establish a transit land rate for the conveyance of transit parcels from the other administration by land and a sea rate for the conveyance of transit parcels from the other administration by sea.

2. The transit land rate and the sea rate shall be fixed as single rates expressed in gold francs per kilogram and shall correspond to the costs of providing transit land services or transit sea services or shall be derived in accordance with the formula set forth in Article 21.

3. The transit land rate and the sea rate shall be applicable to the total gross weight of such transit parcels in each dispatch.

4. The transit land rate and the sea rate shall be payable by the administration of origin.

Article 21. Determination of a Single Rate Per Kilogram

An administration which generally collects rates on a weight-step basis under the UPU Parcels Agreement may derive a single rate per kilogram for each of the rates referred to in Articles 19 and 20 by dividing the total amount payable on a weight-step basis for parcels received over a three-month period by the total gross weight of the parcels to which each rate was applied.

Article 22. Adjustment of Terminal, Transit Land, and Sea Rates

1. Each administration may adjust its terminal rate, transit land rate, and sea rate established under Articles 19 and 20 when such an increase is necessary due to an increase in the costs of services.

2. To apply, any adjustment of the rates must:

   (a) be made in accordance with the provisions governing rates set forth in Articles 19 through 21;

   (b) be communicated to the other administration at least three months in advance; and,

   (c) remain in force for at least one year.

Article 23. Air Conveyance Dues

Each administration of destination shall be entitled to reimbursement of air conveyance dues for the air conveyance of parcels dispatched by the other administration at the rate established under the provisions of the UPU Parcels Agreement governing air conveyance dues.

Article 24. Transit Parcels

1. Each administration shall provide transit service to or from any country with which it exchanges parcels, for parcels addressed to or originating in the other administration.

2. Each administration shall provide a list of the countries for which transit service will be provided.

Article 25. No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees provided for in this Agreement.

Article 26. Temporary Suspension

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the parcel post service, provided that notice of such suspension is given immediately to the other administration by telex or telegram.

2. The administration which has temporarily suspended service shall also give immediate notice to the other administration, by telex or telegram, when service is resumed.

Article 27. Details of Implementation

The administrations shall make jointly such details of implementation as may be found necessary to give effect to this Agreement.

Article 28. Arbitration

Any dispute which arises between the administrations concerning the intrepretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures in the General Regulations of the UPU.

Article 29. Additional Rules and Regulations

Either administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its details of implementation.

Article 30. Application of the UPU Parcels Agreement

The UPU Parcels Agreement shall be applicable where appropriate in all cases not expressly governed by this Agreement or its details of implementation.

Article 31. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire six months after either of the administrations notifies the other in writing of termination.

---

[1] Jan. 1, 1983.

Done in duplicate and signed at Belize City on the Fourteenth day of September 1982, and at Washington, D. C. on the 28th day of September 1982.

FOR THE POSTAL ADMINISTRATION OF BELIZE:

[1]

Postmaster General

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Postmaster General

---

[1] E. E. Godfrey.
[2] W. F. Bolger.

# DETAILS OF IMPLEMENTATION

# OF THE

# PARCEL POST AGREEMENT

# BETWEEN

# THE UNITED STATES POSTAL SERVICE

# AND

# THE POSTAL ADMINISTRATION OF BELIZE

TABLE OF CONTENTS

| | | Page | [Pages herein] |
|---|---|---|---|
| Chapter I. | Preliminary Provisions | 1 | 2648 |
| Article 101. | Information to be Supplied by the Administrations | 1 | 2648 |
| Chapter II. | Treatment of Parcels by the Office of Origin; General Conditions of Admission and Posting | 2 | 2649 |
| Article 102. | Addresses of the Sender and of the Addressee | 2 | 2649 |
| Article 103. | General Packing Conditions | 2 | 2649 |
| Article 104. | Special Packing | 2-3-4 | 2649 |
| Article 105. | Formalities to be Complied with by the Sender | 4 | 2651 |
| Article 106. | Formalities to be Complied with by the Office of Origin | 5 | 2652 |
| Article 107. | Insured Parcels | 5-6 | 2652 |
| Article 108. | Fraudulent Insurance | 6 | 2653 |
| Article 109. | Other Formalities | 6 | 2653 |
| Article 110. | Withdrawal from the Post; Alteration of Address | 6-7 | 2653 |
| Chapter III. | Treatment of Parcels by the Exchange Offices | 7 | 2654 |
| Article 111. | Routing of Transit Parcels | 7 | 2654 |
| Article 112. | Exchange Offices and Method of Transmission | 7-8 | 2654 |
| Article 113. | Parcel Bills | 8-9 | 2655 |
| Article 114. | Transmission in Closed Mails | 9-10 | 2656 |
| Article 115. | Delivery of Dispatches | 10 | 2657 |

TABLE OF CONTENTS (CONT'D)

| | | Page | [Pages herein] |
|---|---|---|---|
| Article 116. | Check of Dispatches by Exchange Offices | 10-11-12 | 2657 |
| Article 117. | Discrepancies in the Weight Data of Parcels or Dispatches | 13 | 2660 |
| Article 118. | Notifications of Irregularities for Which Administrations May be Liable | 13 | 2660 |
| Article 119. | Receipt by an Exchange Office of a Damaged or Insufficiently Packed Parcel | 14 | 2661 |
| Article 120. | Check of Dispatches of Parcels Forwarded in Bulk | 14-15 | 2661 |
| Article 121. | Redirection of a Parcel Arriving Out of Course | 15 | 2662 |
| Article 122. | Return of Empty Bags | 16 | 2663 |
| Chapter IV. | Treatment of Parcels by the Office of Destination | 16 | 2663 |
| Article 123. | Reservations on Delivery of a Rifled or Damaged Parcel | 16 | 2663 |
| Article 124. | Treatment of an Advice of Delivery after Delivery of an Insured Parcel with an Advice of Delivery | 17 | 2664 |
| Article 125. | Return of Parcels to Origin | 17-18 | 2664 |
| Article 126. | Treatment of Request for Withdrawal from the Post or for Alteration of Address | 18 | 2665 |
| Article 127. | Sale; Destruction | 18 | 2665 |
| Chapter V. | Inquiries | 19 | 2666 |
| Article 128. | Treatment of Inquiries | 19 | 2666 |
| Article 129. | Inquiries Concerning an Advice of Delivery not Received | 19 | 2666 |

TABLE OF CONTENTS (CONT'D)

| | | Page | [Pages herein] |
|---|---|---|---|
| Chapter VI. | Accounting | 19 | 2666 |
| Article 130. | Rates and Dues Credited to Other Administrations by the Administration of Origin | 19-20 | 2666 |
| Article 131. | Allocation and Recovery of Rates and Charges in Case of Redirection | 20-21 | 2667 |
| Article 132. | Preparation of Accounts | 21-22-23 | 2668 |
| Article 133. | Accounts for Air Parcel Dispatches | 23 | 2670 |
| Article 134. | Settlement of Accounts | 23-24 | 2670 |
| Chapter VII. | Miscellaneous Provisions | 24 | 2671 |
| Article 135. | Definitions | 24 | 2671 |
| Article 136. | Period of Retention of Documents | 24 | 2671 |
| Article 137. | Alterations or Amendments | 25 | 2672 |
| Chapter VIII. | Final Provisions | 25 | 2672 |
| Article 138. | Entry into Force and Duration of the Details of Implementation | 25 | 2672 |

## Chapter 1. Preliminary Provisions

### Article 101. Information to be Supplied by the Administrations

1. Each administration shall communicate to the other administration in writing:

   (a) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions governing the entry and transit of parcels in the territory of its country and other areas for which it has parcel post responsibility;

   (b) an extract of the provisions of its laws or regulations applicable to the conveyance of parcels;

   (c) the charges and fees authorized under Article 2 of the Agreement; and,

   (d) the rates and dues established under Articles 19 through 23 of the Agreement.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

## Chapter II. Treatment of Parcels by the Office of Origin; General Conditions of Admission and Posting

### Article 102. Addresses of the Sender and of the Addressee

1. To be admitted for mailing, each parcel shall bear, in roman letters and in arabic figures on the parcel itself or on a label firmly attached to it, the complete addresses of the addressee and of the sender. An address written in pencil shall not be allowed.

2. The office of posting shall advise the sender to put inside each parcel a copy of his address and that of the addressee.

### Article 103. General Packing Conditions

1. Each parcel shall be packed and closed in a manner befitting the weight, shape, and nature of the contents as well as the mode and duration of conveyance.

2. Each parcel shall be packed and closed so as not to present any danger if it contains any article of a kind likely to injure officials called upon to handle it or to soil or damage any other parcel or any postal equipment.

3. Each parcel shall have, on its packing or wrapping, sufficient space for service instructions and for affixing stamps and labels.

### Article 104. Special Packing

Each parcel which contains one of the following substances shall be made up as indicated below.

(a) Articles of glass or other fragile objects shall be surrounded by cushioning material adequate to absorb and distribute shocks and vibrations encountered during transport and to prevent contact between the objects themselves or between the objects and the sides of the container; they shall be packed in a box of metal, wood, strong plastic material or strong fiberboard. The cushioning immediately surrounding the objects shall be a soft low density material, such as cotton or creped wadding, with a more structured higher density cushioning material, such as die-cut corrugated fiberboard, rubberized hair or styrofoam, suspending the objects a minimum of five centimeters from each side of the container.

(b) Liquids and substances which easily liquefy shall be enclosed in two containers. The inner container shall be a bottle, flask, or other leak-proof container. The outer container shall be a special box of metal, wood, strong plastic material, or strong corrugated fiberboard, containing enough sawdust, cotton, or any other appropriate protective material to absorb the liquid should the inner container break. The lid of the box shall be fixed so that it cannot easily work loose.

(c) Dry coloring powders shall be admitted only in perfectly leak-proof metal boxes, placed in turn in boxes of wood, strong plastic material, or strong corrugated fiberboard with sawdust or some other appropriate absorbent and protective material between the two containers.

(d) Dry non-coloring powders shall be placed in containers of metal, wood, strong plastic material, or fiberboard; these containers shall themselves be enclosed in a box made of one of those materials.

(e) Radioactive materials shall be placed in parcels to the wrapping of which shall be affixed a special white label bearing in bold letters the words "radioactive materials" or "matieres radioactives," which label shall be crossed out by the destination administration should the packing be returned to the administration of origin. Such parcels shall also bear on the outside wrapping a request in bold letters for their return in the event of non-delivery. The sender shall indicate his name and address and the contents of the parcel on the inner wrapping.

Article 105. Formalities to be Complied with by the Sender

1. Each parcel shall be accompanied by a customs declaration on UPU form C2/CP3 or a similar form. The customs declaration shall be securely attached to the parcel.

2. The contents of each parcel shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The sender shall indicate how the parcel is to be dealt with in the event of non-delivery as provided in Article 7 of the Agreement.

Article 106. Formalities to be Complied with by the Office of Origin

The office of origin shall be responsible for indicating on each parcel its date of mailing.

Article 107. Insured Parcels

Each insured parcel shall be subject to the following special rules regarding make-up:

(a) the parcel shall be sealed in a manner sufficient to reveal any traces of tampering;

(b) the materials used for sealing, as well as the labels and the postage stamps, if any, affixed to each insured parcel shall be placed so that they cannot conceal any damage to the packing; the labels and postage stamps shall not be folded over two sides of the packing so as to cover an edge;

(c) the parcel shall be provided with a stamp impression or label bearing the serial number of the parcel, and in bold letters the word "insured" or "valeur declaree"; the stamp impression or label shall be placed on the parcel, on the same side as, and close to, the address;

(d) the insured value shall be expressed in the currency of the country of origin and written on the parcel in words with roman lettering and in arabic figures;

(e) the amount of the insured value shall be converted into gold francs by the office of origin; the result of the conversion shall be shown in figures at the side of or below those representing the value in the currency of the country of origin.

Article 108. Fraudulent Insurance

When circumstances of any kind disclose a fraudulent declaration of a value greater than the actual value of the contents of the parcel, the administration of origin shall be notified as soon as possible.

Article 109. Other Formalities

1. Each air parcel shall bear the words "air mail" or "par avion."

2. Each insured parcel for which the sender requests an advice of delivery at the time of posting shall bear very conspicuously the indication "advice of delivery," "avis de reception," "return receipt requested," or the stamp impression "A.R." The office of origin shall complete a copy of UPU form C 5 or a similar form to accompany such an insured parcel.

Article 110. Withdrawal from the Post; Alteration of Address

1. A request for the alteration of an address or the withdrawal of a parcel from the post shall be dealt with in accordance with the provisions governing withdrawal from the post and alteration of address in the Detailed Regulations of the Convention.

2. Any telegraphic request for the alteration of an address of an insured parcel shall be confirmed by post by the first available dispatch. The confirmatory request shall be prepared on or in the form of a UPU form C 7 used to request an alteration of the address of a letter post item, or a similar form; it shall bear, underlined in colored pencil, the note "Confirmation of the telegraphic request of the...," or "Confirmation de la demande telegraphique du...;" and it shall be accompanied by a perfect facsimile of the envelope or wrapper or of the address of the item.

## Chapter III. Treatment of Parcels by the Exchange Offices

### Article 111. Routing of Transit Parcels

Each administration shall forward by the routes and means that it uses for its own parcels each parcel transferred to it by another administration to be conveyed in transit across its territory.

### Article 112. Exchange Offices and Method of Transmission

1. The exchange of dispatches of parcels shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate the exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration at least three months advance written notice of redesignation of or addition to its exchange offices.

4. Parcels should generally be exchanged in closed mails.

5. Transit parcels shall be transmitted in closed mails, unless the administrations agree to effect exchanges of parcels in transit a decouvert.

Article 113. Parcel Bills

1. For each dispatch of parcels to be forwarded by surface, the total net weight in kilograms shall be entered by the dispatching exchange office on a parcel bill in the form of UPU form CP 11 or a similar form. For air parcels the dispatching exchange office shall indicate the same information on "air parcel bill" UPU form CP 20 or a similar form.

2. Insured parcels shall be listed on a separate parcel bill.

3. Returned parcels should be listed on a separate parcel bill.

4. Each parcel bill shall be numbered according to an annual series by each dispatching exchange office; the last number of the year shall be shown on the first parcel bill of the following year. In the case of sea or air services, the name of the ship or airline carrying the mail shall be shown on the parcel bill.

5. Each insured parcel, returned parcel, parcel forwarded in transit a decouvert, or redirected parcel shall be entered individually on the parcel bill. The entry for each insured parcel shall indicate its serial number. The entry for each redirected or returned parcel shall be marked "redirected" or "reexpedie," or "returned" or "retour" in the observation column. However, each fully prepaid redirected parcel shall

be recorded as though it had originated in the redirecting administration.

6. The administration of origin shall prepare, for closed mails to be forwarded in transit through the other administration, a parcel bill indicating the total gross weight in kilograms of the transit parcels, a copy of which shall be sent by air to the receiving exchange office of that administration.

7. The number of bags making up each dispatch shall be shown on the parcel bill.

Article 114. Transmission in Closed Mails

1. In the normal circumstances of transmission in closed mails, the bags shall be marked, closed, and labeled in the manner prescribed for letter bags in the provisions for make up and labeling of mails in the Detailed Regulations of the Convention, subject to the following special provisions:

(a) the labels shall be yellow ochre in color;

(b) for receptacles other than bags some other special methods of closing may be adopted, provided that the contents are sufficiently protected; and,

(c) the label or address of a closed bag or other receptacle which contains air parcels shall bear the indication "air mail" or "par avion."

2. In general, insured parcels shall be dispatched in separate bags. Where uninsured and insured parcels are dispatched in the same bag, the insured parcels shall be placed in an inner bag appropriately sealed. Each bag which

includes insured parcels, whether alone or together with uninsured parcels, shall be marked with the letter "V".

3. The weight of each bag containing parcels shall not exceed 30 kilograms.

4. Each administration shall inform the other administration by correspondence as to the number of copies of the parcel bill and the method of transmission required by its service.

5. For conveyance purposes, bags of parcels may be placed in large containers.

### Article 115. Delivery of Dispatches

1. Each surface parcel dispatch shall be accompanied by a delivery bill on UPU form C 18 or a similar form.

2. Each dispatch shall be delivered in good condition. However, a dispatch may not be refused because of damage or theft.

3. Each air parcel dispatch shall be accompanied by an air mail delivery bill on UPU form AV 7 or a similar form in accordance with the provisions governing AV 7 delivery bills in the Detailed Regulations of the Convention.

### Article 116. Check of Dispatches by Exchange Offices

1. Each exchange office receiving a dispatch shall immediately check each bag and its fastening. It shall also check the origin and destination of the bags making up the dispatch and entered on the delivery bill, and the parcels and various documents which accompany them.

2. When a bag of insured parcels is opened, the constituent parts of the fastening (seal, label, etc.) shall be kept together.

3. When an administration acting as an intermediary for the other has to repack a dispatch it shall check the contents if it believes that these have not remained intact. It shall make out a verification note on UPU form CP 13 or a similar form. A copy of this notice shall be sent to the exchange office from which the dispatch was received, one copy shall be sent to the office of origin, and a copy shall be inserted in the repacked dispatch. The verification note shall also be used to report the loss of a dispatch, or of one or more of the bags comprising it, or any other irregularity.

4. If the exchange office of destination discovers an error or omission in the parcel bill it shall immediately make the necessary correction, taking care to cross out the incorrect entry in such a way as to leave the original entry legible. The correction shall be made in the presence of two officials. Unless there is an obvious error in the correction, it shall be accepted in preference to the original entry. The exchange office shall also carry out a routine check when a bag or its fastening gives grounds for suspecting that the contents have not remained intact or that some other irregularity has occurred. Any irregularity which has been established, as well as the loss of a dispatch or of one or more of the bags comprising it, or the

loss of a parcel bill, shall be notified without delay to the dispatching exchange office by a verification note prepared in duplicate. If the dispatch was received from an intermediate exchange office, a copy of this note shall also be sent to that exchange office. If a parcel bill is missing, the receiving exchange office shall, in addition, prepare a new parcel bill, a copy of which shall be sent to the exchange office of origin and to the intermediate exchange office from which the dispatch was received.

5. Each verification note and its duplicate shall be sent under registered cover by the most rapid route. When a receiving exchange office has not sent a verification note by the first available dispatch, it shall be considered, until the contrary is proved, as having received the bags or parcels in good condition.

6. The exchange office to which a verification note is sent shall return it as promptly as possible after having examined it and indicated thereon its observations, if any. The returned verification note shall be attached to the parcel bill to which it relates. A correction made to a parcel bill which is unsupported by documentary evidence shall not be considered valid.

7. The discovery, at the time of a check, of any irregularity whatsoever may in no event be the cause of the return of a parcel to origin except that parcels which exceed the weight or size limits set forth in Article 11 of the Agreement may be returned to origin if the regulations of the administration of destination so provide.

### Article 117. Discrepancies in the Weight Data of Parcels or Dispatches

When an administration establishes a discrepancy in the weight of a parcel or of a dispatch that is recorded on a parcel bill received from the other administration, the weight as corrected by the receiving administration shall be valid.

### Article 118. Notification of Irregularities for Which Administrations May be Liable

An exchange office which, on the arrival of a dispatch, discovers the absence of, theft from, or damage to one or more parcels shall proceed as follows.

(a) It shall indicate in as much detail as possible on the verification note the condition in which it found the outer packing of the dispatch. Unless this is impossible for a stated reason, the bag, the string, the lead or other seal, and the label shall be kept intact for a period of six weeks from the date of verification and shall be sent to the administration of origin if it so requests.

(b) The exchange office, moreover, shall send a duplicate of the verification note to the last intermediate exchange office, if any, at the same time as to the dispatching exchange office.

Article 119. Receipt by an Exchange Office of a Damaged or Insufficiently Packed Parcel

1. An exchange office which receives a damaged or insufficiently packed parcel shall forward it, after having repacked it if necessary, preserving as far as possible the original packing, the address, and the labels. The weight of the parcel before and after its repacking shall be shown on the actual packing of the parcel and shall be followed by the note "Repacked at..." or "Remballe a..."; the parcel shall be stamped with an impression of the date-stamp of the repacking exchange office and signed by the officials who did the repacking.

2. If the condition of a parcel is such that the contents could have been removed or damaged or if a parcel shows a discrepancy in weight such as to suggest the removal of part or all of the contents, the receiving exchange office shall open it and check the contents. The result of this check shall be reported to the dispatching exchange office on UPU form CP 14 or a similar form, a copy of which shall be attached to the parcel.

Article 120. Check of Dispatches of Parcels Forwarded in Bulk

1. The provisions of Articles 116, 118 and 119 shall be applicable only to rifled and damaged parcels and parcels entered individually on the parcel bills. The other items shall be simply checked in bulk.

2. When an exchange office establishes a discrepancy between the number of insured parcels given on the parcel bill and the number of insured parcels found in the dispatch, a verification note shall be prepared to correct the total number of insured parcels.

### Article 121. Redirection of a Parcel Arriving Out of Course

1. The redirecting administration shall report each parcel arriving out of course in a verification note to the administration from which the parcel has been received.

2. The redirecting administration shall treat each parcel arriving out of course as if it had arrived in transit a decouvert. It shall credit the true administration of destination and, where appropriate, the intermediate administrations taking part in the redirection of the parcel with the relative conveyance rates. The redirecting administration shall then seek to recover the charges for the redirection of missent parcels from the administration which missent the parcel. If for any reason the redirecting administration is unable to recover such charges from the administration which missent the parcel, it shall recover them from the administration of origin.

### Article 122. Return of Empty Bags

1. Each administration shall provide the bags necessary for the dispatch of its parcels; each bag shall be marked to indicate its ownership.

2. Empty bags shall be returned, in bundles enclosed in one of the receptacles, to the administration to which they belong by the next dispatch and, if possible, by the route followed on their original transmission.

3. Empty bags shall always be returned free of charge.

4. The return of empty bags shall be governed by the provisions for the return of empty bags in the Detailed Regulations of the Convention.

## Chapter IV. Treatment of Parcels by the Office of Destination

### Article 123. Reservations on Delivery of a Rifled or Damaged Parcel

1. In the cases specified in Article 14, section 1(a) of the Agreement, the office of destination shall prepare a report, on UPU form CP 14 or a similar form, of the joint inspection and have it countersigned by the addressee. One copy of the report shall be handed to the addressee or, if the item is refused or redirected, attached to the parcel. One copy shall be retained by the administration which prepared the report.

2. A parcel subjected to the treatment specified in section 1 shall be returned to the sender if the addressee refuses to countersign the report.

Article 124. Treatment of an Advice of Delivery after Delivery of an Insured Parcel with an Advice of Delivery

Immediately following the delivery of a parcel with an advice of delivery, the office of destination shall return the UPU form C 5 which accompanied the parcel, duly completed, to the address shown by the sender by the quickest route and without charge to the sender. A blue airmail label or impression shall be affixed to advices of delivery returned by air.

Article 125. Return of Parcels to Origin

1. An office which returns a parcel for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the parcel and on the parcel bill which accompanies it, the reason for non-delivery. The reason shall be stated in French or English and shall be made in a clear and concise form, such as "not known" or "inconnu," "refused" or "refuse," "traveling" or "en voyage," "gone away" or "parti," "unclaimed" or "non reclame," "deceased" or "decede," etc.

2. The office of destination shall strike out the address particulars with which it is concerned and write "Return" or "Retour" on the front of each such parcel; it shall also apply its day-stamp beside the indication "Return" or "Retour."

3. A parcel shall be returned in its original packing accompanied by the original customs declaration. If

for any reason a parcel has to be repacked, the name of the office of origin of the parcel and the date of its posting shall be indicated on the new packing.

4. If an air parcel is returned by surface, the "air mail" or "par avion" label and any notes relating to transmission by air shall be struck through with two thick horizontal lines.

## Article 126. Treatment of Requests for Withdrawal from the Post or for Alteration of Address

On receipt of a request for withdrawal from the post or for alteration of an address, the administration of destination shall search for the parcel in question, and honor the request if it can.

## Article 127. Sale; Destruction

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 10 of the Agreement, a report of the sale or destruction shall be prepared. A copy of the report shall be sent to the office of origin.

2. The proceeds of the sale shall be applied to defray the charges on the parcel and the costs incurred in selling it; the balance, if any, of the proceeds shall be sent to the office of origin, which shall pay it to the sender, after deducting the costs of forwarding the balance.

## Chapter V. Inquiries

### Article 128. Treatment of Inquiries

Each inquiry about a parcel shall be dealt with in accordance with the provisions for inquiries set forth in the Detailed Regulations of the Convention.

### Article 129. Inquiries Concerning an Advice of Delivery Not Received

When a sender inquires about an advice of delivery which he has not received within a reasonable time, the inquiry shall be dealt with in accordance with the provisions governing advices of delivery set forth in the Detailed Regulations of the Convention.

## Chapter VI. Accounting

### Article 130. Rates and Dues Credited to Other Administrations by the Administration of Origin

1. In the exchange of closed mails, the administration of origin shall credit the administration of destination and each intermediate administration with the terminal rates, transit land and sea rates, and air conveyance dues which are due to them.

2. In the case of exchange in transit a decouvert the administration of origin shall credit:

(a) the administration of destination of the dispatch with the rates referred to in section 1 as well as rates due to the subsequent intermediate administrations and to the administration of destination; and,

(b) the intermediate administrations preceeding the administration of destination of the dispatch with the rates referred to in section 1.

Article 131. Allocation and Recovery of Rates and Charges in Case of Redirection

1. When rates and charges have not been paid at the time of redirection, the redirecting administration shall proceed as indicated below for the allocation and recovery of such rates and charges.

2. For each parcel redirected to a third country the redirecting administration shall seek to recover the rates and charges set forth in Articles 19 to 23 of the Agreement from the addressee or the administration to which the parcel is forwarded. If for any reason the redirecting administration is unable to recover such charges from the addressee or the administration to which the parcel is forwarded, it shall recover them from the administration of origin.

3. The redirecting administration shall credit the intermediate administrations with the rates payable to them.

4. In the case of redirection of a missent parcel, the allocation and recovery of the rates and charges shall be made in accordance with Article 121, section 2.

### Article 132. Preparation of Accounts

1. Each administration shall prepare quarterly for all items received from the other administration:

   (a) for surface parcels, a statement of amounts due on a UPU form CP 15 or a similar form giving, by dispatching office and per dispatch, the gross weight of the parcels entered on the parcel bills, with an indication of the appropriate rate and the total of amounts due for that quarter;

   (b) for air parcels, a statement of amounts due prepared on a UPU form CP 15 (bis) or a similar form giving, by dispatching office and per dispatch the gross weight of parcels entered on the air parcel bills, with a statement of the appropriate rate and the total of amounts due for that quarter.

2. In the event of alteration of a parcel bill, the number and date of the verification note prepared to report such alteration shall be shown in the "Observations" column of the form for statement of amounts due.

3. The statements of amounts due shall be summarized in an account prepared, in duplicate, on a UPU form CP 16 or a similar form.

4. The summarized account, accompanied by the statements of amounts due to which it relates (but without the parcel bills), shall be sent by the most rapid route to the administration of origin for examination within two months following the quarter to which it relates. "Nil" accounts shall not be prepared. In the amounts stated in the balance of the summarized account, centimes shall be ignored. Any discrepancies shall be noted in a statement of differences, which shall be prepared on a UPU form CP 17 or a similar form. Each statement of differences shall be sent in duplicate to the administration concerned, which shall incorporate the amount stated therein in its next summarized account; no statement of differences shall be prepared when the total amount of the discrepancies does not exceed ten gold francs per account.

5. After the summarized accounts have been checked and accepted, they shall be returned, together with the related statements of amounts due, to the administration which prepared them within two months of the date of dispatch. If the administration which has sent the summarized account does not receive any notice of amendment during this period, the summarized account shall be regarded as fully accepted.

6. The summarized accounts shall be summarized in a quarterly general account prepared by the creditor administration on a Universal Postal Union form CP 18 or a similar form, which shall be transmitted immediately to the debtor administration.

7. When it is necessary to recover payments from the administration responsible in accordance with Article 29 of the Agreement and several amounts are involved, these shall be summarized on a Universal Postal Union form CP 22 or a similar form and the total amount shall be carried forward to the summarized account.

### Article 133. Accounts for Air Parcel Dispatches

An account for air conveyance dues for air parcel dispatches shall be drawn up according to the provisions for accounting for air conveyance dues set forth in the Detailed Regulations of the Convention.

### Article 134. Settlement of Accounts

1. The amount of the balance of the general accounts shall be paid by the debtor administration to the creditor administration in accordance with the provisions for settlement of accounts in the Convention.

2. The preparation and dispatch in duplicate of a general account may be carried out, without waiting for the summarized accounts to be returned accepted, as soon as an

administration, which has all the accounts relative to the period concerned, finds that it is the creditor. The check of the general account by the debtor administration, the return of one of the two copies to the creditor administration, and the payment of the balance shall be carried out by the debtor administration within a period of three months after its receipt of the general account.

## Chapter VII. Miscellaneous Provisions

### Article 135. Definitions

The definitions set forth in Article 1 of the Agreement shall be applicable to these Details of Implementation.

### Article 136. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 137. Alterations or Amendments

These Details of Implementation may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

## Chapter VIII. Final Provisions

Article 138. Entry Into Force and Duration of the Details of Implementation

1. These Details of Implementation shall come into force on the same date as the Parcel Postal Agreement to which they refer.

2. These Details of Implementation, and any amendments hereto pursuant to Article 137 shall have the same duration as the Parcel Post Agreement to which they refer.

GPO 1985 48-779 (12800)

# BRAZIL

## Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

*Arrangement signed at Rio de Janeiro January 14, 1982;*
*Entered into force January 14, 1982.*
*With patent addendum.*

# ARRANGEMENT
# BETWEEN
# THE UNITED STATES NUCLEAR REGULATORY COMMISSION
# (U.S.N.R.C.)
# AND
# THE COMISSAO NACIONAL DE ENERGIA NUCLEAR
# (C.N.E.N.)
# OF BRAZIL
# FOR THE EXCHANGE OF TECHNICAL INFORMATION
# AND
# COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Comissao Nacional de Energia Nuclear of Brazil (hereinafter called the C.N.E.N.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in safety research, originally signed on May 20, 1976,[1] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

---

[1] TIAS 9071; 29 UST 4634.

## 1. SCOPE OF THE ARRANGEMENT

### 1.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.N.E.N. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the C.N.E.N. as simiiar to certain facilities being built or planned in Brazil and equivalent documents on such Brazilian facilities.

d. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

### I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

## II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information;

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors or organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

## IV. DURATION

a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Rio de Janeiro, Brazil, on this 14th day of January 1982.

FOR THE COMISSAO NACIONAL DE
ENERGIA NUCLEAR

Hervasio G. de Carvalho
Chairman

FOR THE UNITED STATES NUCLEAR
REGULATORY COMMISSION

Langhorne A. Motley
Ambassador

## PATENT ADDENDUM TO THE U.S.N.R.C.-C.N.E.N. ARRANGEMENT FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

### 1. Definitions

When used in this Article unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

### 2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph 2.ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

---

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

# AJUSTE ENTRE A UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) E A COMISSÃO NACIONAL DE ENERGIA NUCLEAR (CNEN), DO BRASIL PARA TROCA DE INFORMAÇÃO TÉCNICA E COOPERAÇÃO NAS QUESTÕES REGULADORAS E NA PESQUISA DE SEGURANÇA.

A United States Nuclear Regulatory Commission (doravante denominada USNRC) e a Comissão Nacional de Energia Nuclear do Brasil (doravante denominada CNEN);

Tendo interesse mútuo na continuação da troca de informação concernente às questões reguladoras e às normas exigidas ou recomendadas pelas suas organizações, para regulamentação da segurança e do impacto ambiental das instalações nucleares;

Tendo cooperado, igualmente, de conformidade com os termos do Ajuste de cinco anos, para troca de informação e cooperação técnica, na pesquisa de segurança, originalmente, assinado em 20 de maio de 1976, tal Ajuste incluindo cláusula para sua prorrogação, conforme, mutuamente, acordado pelas partes:

Tendo mostrado seu desejo mútuo de continuar a cooperação estabelecida, de conformidade com o Ajuste acima mencionado:

Concordaram com o seguinte:

## I. FINALIDADE DO AJUSTE

### 1.1 Troca de Informação Técnica

Até onde seja permitido a USNRC e a CNEN assim agir, de acordo com as leis, regulamentos e diretrizes políticas de seus respectivos países, as partes concordam continuar com a troca dos seguintes tipos de informação técnica, relativa à regulamentação da segurança e do impacto ambiental das instalações nucleares indicadas:

a. Relatórios específicos relativos à segurança, à salvaguarda e aos efeitos ambientais, redigidos por ou para uma das partes, como base ou suporte das decisões e diretrizes normativas.

b. Documentos relativos aos procedimentos importantes do licenciamento e das decisões ambientais e de segurança, que afetam instalações nucleares.

c. Documentos detalhados, descrevendo o processo da USNRC, para licenciamento e regulamentação de determinadas instalações dos Estados Unidos, indicadas pela CNEN, como idênticas a determinadas instalações, a serem construídas ou planejadas, no Brasil, e documentos equivalentes sobre tais instalações brasileiras.

d. Informação relativa aos resultados da pesquisa da segurança de reatores, que exige pronta atenção, no interesse da segurança pública, juntamente, com indicação das implicações importantes.

e. Relatórios sobre experiência de operação, tais como relatórios sobre incidentes nucleares, acidentes e desligamentos, compilações em ordem cronológica de dados sobre confiabilidade de componentes e sistemas.

f. Procedimentos reguladores relativos à segurança, às salvaguardas e à avaliação do impacto destas instalações nucleares no meio ambiente.

g. Comunicar com a devida urgência os acontecimentos importantes, tais como incidentes sérios de operação e paradas do reator, ordenados pelo governo, que sejam de interesse imediato das partes.

h. Cópias das normas reguladoras necessárias, a serem usadas, ou indicadas para uso, pelas organizações reguladoras das partes.

1.2 Cooperação em Pesquisa de Segurança

A execução dos programas conjuntos e projetos de pesquisa e desenvolvimento da segurança, ou aqueles programas e projetos sob cujas atividades estejam divididas entre as duas partes, inclusive o uso das instalações de ensaio e/ou programas de computador de propriedade de qualquer uma das partes, será combinado, caso por caso, e será objeto de um acordo em separado, implementado pelas organizações apropriadas de pesquisas das partes. A utilização temporária por uma das partes, do pessoal pertencente à outra parte, será também considerada caso por caso.

## II. ADMINISTRAÇÃO

a. A troca de informação, na forma desse Ajuste, será efetuada através de cartas, relatórios e outros documentos, por visitas e reuniões marcadas com a devida antecedência em cada caso. Anualmente, ou sempre que for mutuamente acordado, será realizada uma reunião para examinar as atividades desempenhadas no âmbito do intercâmbio, para recomendar revisões e para debater tópicos que se apresentarem dentro do campo da cooperação. A hora, local e agenda para tais reuniões serão combinados com antecedência. As visitas efetuadas no âmbito deste Ajuste, incluindo os locais e as datas, deverão ter anuência prévia dos Administradores indicados pelas partes.

b. Cada uma das partes designará um responsável, aqui denominado Administrador, para coordenar a participação dela no intercâmbio global decorrente deste Ajuste. Os Administradores deverão receber todos os documentos trocados entre as partes, incluindo cópias de todas as cartas, a menos que seja estipulado em contrário. De conformidade com os termos de intercâmbio, os administradores serão responsáveis pelo atendimento de seu objetivo, incluindo a concordância quanto à designação das instalações nucleares objeto da troca de informações sobre os documentos específicos e padrões que deverão ser objeto de intercâmbio. Um ou mais coordenadores técnicos poderão ser designados como contatos diretos para áreas disciplinares específicas. Esses coordenadores técnicos providenciarão para que ambos os Administradores recebam cópias de todas as comunicações. Essas disposições detalhadas têm por finalidade assegurar que, entre outras coisas, um intercâmbio razoável e equilibrado, permitindo acesso à informação equivalente disponível, seja alcançado e mantido.

c. Os Administradores deverão determinar o número de cópias dos documentos a serem trocados. Cada documento será acompanhado de um resumo com menos de 250 palavras, descrevendo seu objetivo e conteúdo.

d. A aplicação ou uso de qualquer informação trocada ou transferida no âmbito deste Ajuste, será da responsabilidade da parte recebedora, não sendo garantida pela parte fornecedora a conveniência de tais informações para qualquer outro uso ou aplicação.

e. Reconhecendo que alguma informação do tipo abrangido por este Ajuste não esteja disponível nas entidades envolvidas no presente Ajuste, mas em outras entidades governamentais das partes, cada parte auxiliará ao máximo possível a outra, organizando visitas e formulando indagações pertinentes à referida informação, às entidades competentes do respectivo Governo. Isto, entretanto, não significa um compromisso para as demais entidades de fornecerem tal informação ou de receberem os visitantes.

f. Nada incluído neste Ajuste exigirá da outra parte tomar qualquer providência que possa estar em desacordo com as leis, regulamentos e diretrizes políticas vigentes. Nenhuma informa ção nuclear, relacionada com a proliferação de tecnologia sensitiva, será trocada de conformidade com este Ajuste. Caso surja qualquer conflito entre os termos deste Ajuste e as leis, regulamentos e diretrizes políticas, as partes concordam se consultarem, antes de ser tomada qualquer providência.

g. A informação trocada no âmbito deste Ajuste está sujeita às determinações de patente, constantes do Adendo sobre Patentes deste documento.

III. TROCA E USO DA INFORMAÇÃO

a. O termo "informação", conforme é usado no Artigo III, significa energia nuclear relacionada com questões reguladoras, de segurança, de salvaguardas, de dados técnicos ou científicos, resultados ou métodos de pesquisa e desenvolvimento e qualquer outro conhecimento, a ser fornecido ou trocado de conformidade com este Ajuste.

b. O termo "informação patenteada" significa informação, que contém informação financeira, comercial ou segredos comerciais, que seja privilegiada ou confidencial.

c. O termo "outra informação privilegiada ou confidencial" significa informação que não seja "informação patenteada", e que seja salvaguardada da divulgação pública, de acordo com as leis e regulamentos do país fornecedor da informação, e que foi transmitida e recebida, confidencialmente.

d. De modo geral, a informação recebida pelas partes deste Ajuste pode ser disseminada, livremente, sem nova permissão da outra parte.

e. A informação patenteada, confidencial ou privilegiada e outra, recebida no âmbito deste Ajuste, pode ser disseminada, livremente, pela parte recebedora, sem consentimento prévio das pessoas internas ou empregadas pela parte recebedora, e dos departamentos governamentais interessados e agências governamentais, no país da parte recebedora.

f. Além disso, a informação patenteada, confidencial ou privilegiada e outra pode ser disseminada, sem consentimento prévio:

(1) para preparar os subempreiteiros ou consultores da parte recebedora, localizada dentro dos limites geográficos daquela nação da parte, para utilização, somente, dentro da finalidade do trabalho de seus contratos, com a parte recebedora, no trabalho relativo ao assunto da informa

ção patenteada, confidencial, ou privilegiada e outra;

(2) para organizações autorizadas ou licenciadas pela parte recebedora, para construir, operar a produção nuclear ou instalações de utilização, ou para usar materiais nucleares e fontes de radiação, desde que tal informação patenteada, confidencial ou privilegiada e outra seja usada, somente, dentro dos termos da autorização ou licença; e

(3) aos empreiteiros ou organizações identificadas no item (2) acima, para uso, somente no trabalho, dentro da finalidade da autorização ou licença, concedidas a tais organizações,

desde que qualquer disseminação da informação patenteada, confidencial ou privilegiada e outra, no âmbito dos itens (1), (2) e (3) acima, seja necessária, e caso por caso, esteja de conformidade com um acordo de confidencialidade.

g. Com o consentimento prévio, por escrito, da parte fornecedora da informação patenteada, confidencial ou privilegiada e outra, de conformidade com este Ajuste, a parte recebedora pode disseminar tal informação patenteada, confidencial ou privilegiada e outra, mais amplamente do que, caso contrário, permitido. As partes cooperarão nos progressos de desenvolvimento, para solicitar e obter a aprovação para uma disseminação mais ampla, e cada parte concederá tal aprovação, até o ponto permitido pela sua diretriz política nacional, regulamento e lei.

h. De conformidade com este Ajuste, a parte que receber informação patenteada, confidencial ou privilegiada e outra respeitará sua natureza confidencial ou patenteada. A informação patenteada, confidencial ou privilegiada e outra deve ser, claramente, destacada, a fim de indicar sua natureza privilegiada ou confidencial. A informação privilegiada ou confidencial deve, em resumo, ser acompanhada de uma declaração indicando que a informação está protegida da divulgação pública através do governo da parte transmissora, e que a informação seja apresentada, sob a condição de que seja mantida em segredo.

i. Se, por qualquer motivo, uma das partes for advertida de que isso será, ou poderá se tornar, presumivelmente, incapaz de atender as prescrições da não disseminação deste Artigo, tal fa to será informado, imediatamente, à outra parte. As partes, conseqüentemente, se consultarão para definir um rumo adequado de ação.

j. Nada contido neste Ajuste impedirá uma parte de usar ou disseminar a informação recebida, sem restrição de uma parte, de fontes de fora deste Ajuste.

## IV. DURAÇÃO

a. Esta renovada troca de informação entrará em vigor após a assinatura, sujeita ao parágrafo IV b. deste Artigo, e permanecerá em vigor por cinco anos, a menos que prorrogada por um novo período, através de acordo das partes.

b. Cada parte pode se retirar do presente Ajuste, após comunicar à outra parte, com antecedência de 90 dias, de sua pretendida retirada.

Assinado no Rio de Janeiro, em duplicata, em português e inglês, ambas cópias do texto igualmente autênticas, em 14 de janeiro de 1982.

Pela Comissão Nacional de
Energia Nuclear do Brasil

Pela United States Nuclear
Regulatory Commission

## ANEXO DE PATENTE DO AJUSTE USNRC-CNEN, PARA TROCA DE INFORMAÇÃO E COOPERAÇÃO TÉCNICA NAS QUESTÕES DAS PESQUISAS REGULADORAS E DE SEGURANÇA

### 1. DEFINIÇÕES

Quando usado, salvo menção expressa no texto,

i) O termo "pessoal" significa:

(a) Os empregados de uma das partes do presente Ajuste; e

(b) Os empregados de contratantes com uma das partes do presente Ajuste.

ii) O termo "parte inventora" significa a parte deste Ajuste, cujo pessoal tenha feito ou concebido um invento ou descoberta durante o curso ou decorrente das atividades compreendidas nos termos deste Ajuste.

### 2. COMUNICAÇÃO E DETERMINAÇÃO DE DIREITOS

i) Exceto a outra parte estabelecida no parágrafo 2.ii, abaixo, se uma invenção ou descoberta for feita ou concebida pelo pessoal da parte inventora durante o curso ou em decorrência das atividades compreendidas nos termos deste Ajuste; ou se tal invenção for criada ou concebida como um resultado direto da informação obtida através de pessoal da outra parte, então a parte inventora:

(a) Concorda em liberar prontamente tal invenção ou descoberta à outra parte;

(b) Concorda em transferir e ceder à outra parte, todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta no país da outra parte, sujeita à reserva de uma não exclusiva e irrevogável licença gratuita, para fazer, usar e vender tal invenção ou descoberta nesse outro país; e

(c) Pode preservar todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta no país da parte inventora e em terceiros países, neste caso, deverá garantir à outra parte, quando por ela solicitada, uma licença não exclusiva, irrevogável e livre de "royalties", para fazer, usar e vender tal invenção ou descoberta no país da outra parte inventora e em terceiros países.

best copy available

ii) No caso de uma invenção ou descoberta ser feita ou concebida pelo pessoal da parte inventora, durante o curso ou em decorrência das atividades compreendidas pelos termos deste Ajuste e tal invenção for feita ou concebida, enquanto tal pessoal estiver cedido à outra parte, a parte inventora:

(a) Concorda em liberar, prontamente, tal invenção ou descoberta à outra parte;

(b) Pode preservar todos os direitos, titularidades e interesse quanto à essa invenção ou descoberta no país da parte inventora;

(c) Concederá à outra parte, quando por ela solicitada, uma licença não exclusiva, irrevogável e livre de "royalties" para fazer, usar e vender tal invenção ou descoberta, no país da parte inventora; e

(d) Concorda em transferir e ceder à outra parte todos os direitos, titularidade e interesse quanto a essa invenção ou descoberta, no país da outra parte e em terceiros países, sujeita à limitação de uma licença não exclusiva, irrevogável e livre de "royalties" para fazer, usar e vender tal invenção ou descoberta no outro país e em terceiros países.

iii) Conforme previsto neste Ajuste, a licença para uma parte fazer, usar e vender uma invenção ou descoberta incluirá o direito de outros fazerem, usarem e venderem tal invenção ou descoberta em nome da parte autorizada.

3. RECLAMAÇÕES PARA INDENIZAÇÃO

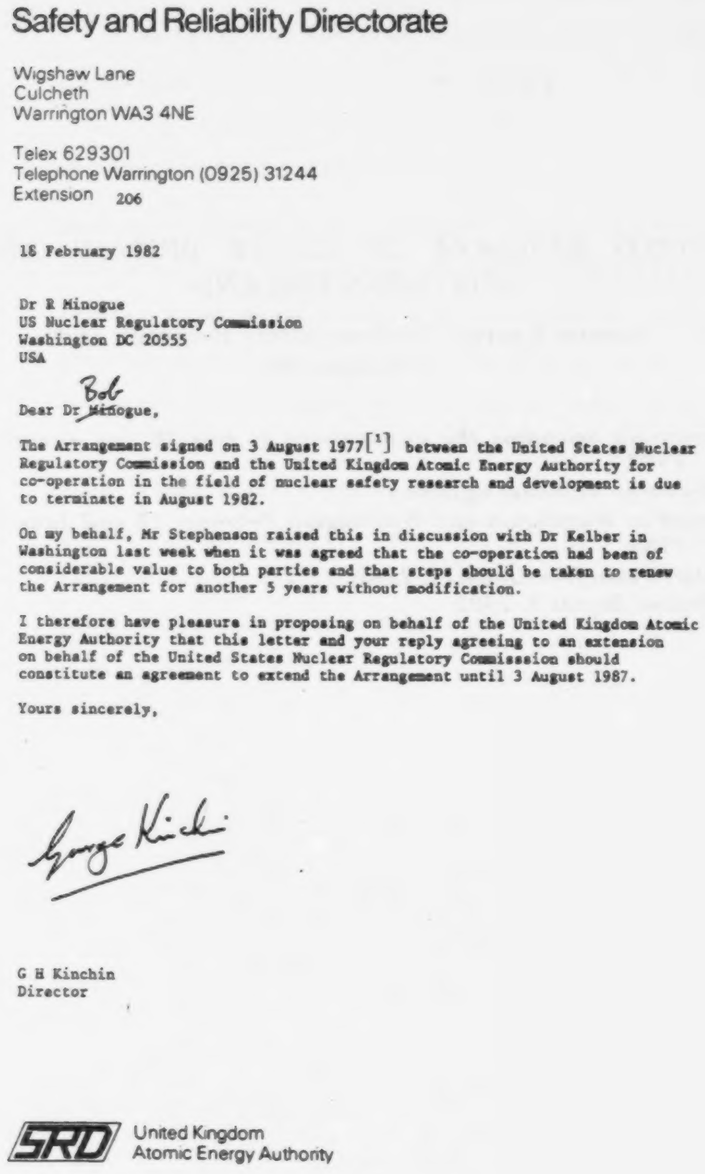
Cada parte concorda em renunciar, e aqui renuncia,a toda e qualquer reclamação contra a outra parte,com relação à compensação, direito ou concessão, com referência a qualquer invenção, descoberta, aplicação de patente, elaborada ou concebida no curso de ou em decorrência deste Ajuste e concorda em liberar,e aqui libera à outra parte, com respeito a todas e quaisquer reclamações, inclusive quaisquer reclamações de acordo com as cláusulas da Lei sobre Energia Atômica dos Estados Unidos de 1954, com suas emendas.

# UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

## Atomic Energy: Nuclear Safety Research and Development

*Agreement extending the arrangement of July 29 and August 3, 1977.*
*Effected by exchange of letters*
*Signed at Warrington and Washington February 18 and June 11, 1982;*
*Entered into force June 11, 1982;*
*Effective August 3, 1982.*

### *The Director, Safety and Reliability Directorate, United Kingdom Atomic Energy Authority, to the Director for Research, United States Nuclear Regulatory Commission*



**Safety and Reliability Directorate**

Wigshaw Lane
Culcheth
Warrington WA3 4NE

Telex 629301
Telephone Warrington (0925) 31244
Extension 206

18 February 1982

Dr R Minogue
US Nuclear Regulatory Commission
Washington DC 20555
USA

Dear Dr ~~Minogue~~ Bob,

The Arrangement signed on 3 August 1977[1] between the United States Nuclear Regulatory Commission and the United Kingdom Atomic Energy Authority for co-operation in the field of nuclear safety research and development is due to terminate in August 1982.

On my behalf, Mr Stephenson raised this in discussion with Dr Kelber in Washington last week when it was agreed that the co-operation had been of considerable value to both parties and that steps should be taken to renew the Arrangement for another 5 years without modification.

I therefore have pleasure in proposing on behalf of the United Kingdom Atomic Energy Authority that this letter and your reply agreeing to an extension on behalf of the United States Nuclear Regulatory Commission should constitute an agreement to extend the Arrangement until 3 August 1987.

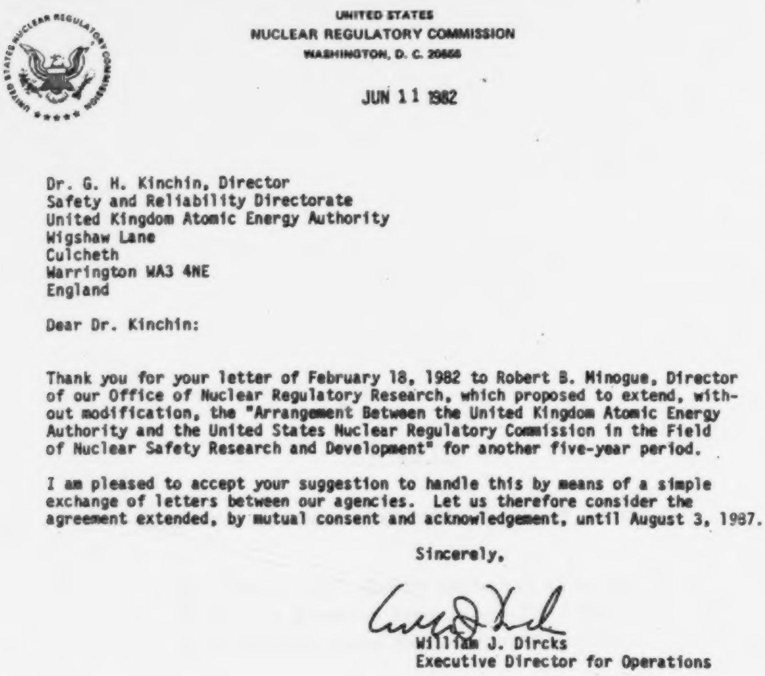
Yours sincerely,

George Kinchin

G H Kinchin
Director

SRD United Kingdom
Atomic Energy Authority

### *The Executive Director for Operations, United States Nuclear Regulatory Commission, to the Director, Safety and Reliability Directorate, United Kingdom Atomic Energy Authority*



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JUN 11 1982

Dr. G. H. Kinchin, Director
Safety and Reliability Directorate
United Kingdom Atomic Energy Authority
Wigshaw Lane
Culcheth
Warrington WA3 4NE
England

Dear Dr. Kinchin:

Thank you for your letter of February 18, 1982 to Robert B. Minogue, Director of our Office of Nuclear Regulatory Research, which proposed to extend, without modification, the "Arrangement Between the United Kingdom Atomic Energy Authority and the United States Nuclear Regulatory Commission in the Field of Nuclear Safety Research and Development" for another five-year period.

I am pleased to accept your suggestion to handle this by means of a simple exchange of letters between our agencies. Let us therefore consider the agreement extended, by mutual consent and acknowledgement, until August 3, 1987.

Sincerely,

William J. Dircks
Executive Director for Operations

# BRAZIL

## Narcotic Drugs: Control of Illicit Traffic

*Agreement effected by exchange of notes*
*Signed at Brasilia September 29, 1982;*
*Entered into force September 29, 1982.*

### *The American Chargé d'Affaires ad interim to the Brazilian Minister ad interim of External Relations*

Brasilia, September 29, 1982.

N. 319

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the United States of America agrees to the following:

**ARTICLE I**

1. The Contracting Parties agree to continue mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may originate, or be processed in Brazilian territory, or which may transit it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of supply of equipments and financial contributions to cover costs, as described in the Annex to this Agreement. Such equipments and contributions will be devoted to the repression of drug trafficking.

His Excellency
Ambassador João Clemente Baena Soares
Minister ad interim of External Relations
Brasília, D.F.

## ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates the Department of Federal Police (DPF) of the Ministry of Justice for the same purpose.

## ARTICLE III

1. The INM will provide financing of up to US$ 300,000 (three hundred thousand dollars) in the United States Government fiscal year 1982, in support of the cooperation described in Article I, and for the specific equipments and financial contributions to cover costs listed in the Annex to this Agreement.

2. The entities responsible for implementing this Agreement will jointly decide the number, type and composition of aforementioned equipments to be provided under this Agreement.

3. With the exception of fuel, the INM will procure commodities and equipment under this Agreement and will donate them to the DPF, which will certify their receipt and will devote them to the repression of drug trafficking. Fuel for boats will be procured directly by the DPF, and payment will be made by INM in accordance with procedures to be adopted by mutual agreement between the DPF and INM.

4. The final contribution date for goods and services procured under this Agreement will be March 31, 1984. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree otherwise.

5. After the final date stipulated in Paragraph 4 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in Paragraph 1 if funds authorised by the United States Congress for such purpose are available.

## ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve the issue.

## ARTICLE V

For the purpose of this Agreement, the DPF will:

a) furnish up to US$ 10,000 (ten thousand dollars) to execute the activities listed in the Annex;

b) fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

## ARTICLE VI

The equipments and financial contributions to cover costs furnished by one of the entities referred to in Article II to the other, under the provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these equipments and contributions will be used in activities which will further the objectives sought in the Agreement.

## ARTICLE VII

All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and the Federative Republic of Brazil.

## ARTICLE VIII

The INM and the DPF will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

## ARTICLE IX

It is hereby agreed that the Annex is an integral part of this Agreement.

## ARTICLE X

This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

## ARTICLE XI

1. This Agreement shall enter into force by this exchange of diplomatic notes and will be in effect from this date until March 31, 1984, unless both Contracting Parties decide to extend it. It may be terminated by written notification of either Government, to be effective 30 (thirty) days after the date of receipt of the respective notification.

2. The termination of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

Accept, Excellency, the assurances of my highest consideration.

[1]

---

[1] Harry Kopp.

# ANNEX

## TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

### I - INM CONTRIBUTION:

| | |
|---|---|
| 1 (one) eight meter launch, equipped with 130 H.P. diesel engine and communication equipment, for use in Foz do Iguaçu | US $ 40,000.00 |
| Communication equipment | US $ 60,000.00 |
| Bird Dog 300 (Bumper Beeper) | US $ 6,000.00 |
| Four-wheel drive vehicles | US $ 150,000.00 |
| Drug detector for cocaine | US $ 8,000.00 |
| Cassette recorders | US $ 4,000.00 |
| Amount to be utilized for operational support and other costs | US $ 30,000.00 |
| Narcotest disposakit . | US $ 2,000.00 |
| TOTAL | US $ 300,000.00 |

### II - DPF CONTRIBUTION:

- Personnel costs

| | |
|---|---|
| a) Payment of travel and per diem for carrying out operations | US $ 9,500.00 |
| b) Installation of communications equipment | US $ 500.00 |
| TOTAL | US $ 10,000.00 |

### *The Brazilian Minister ad interim of External Relations to the American Chargé d'Affaires ad interim*

MINISTÉRIO DAS RELAÇÕES EXTERIORES

Em 29 de setembro de 1982

DAI/DNU/DCS/118/611.5(B46)(D13)

Senhor Encarregado de Negócios,

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, havendo ambos os Governos concordado em colaborar em atividades de repressão ao tráfico ilícito de drogas, tenho a honra de informar Vossa Excelência de que o Governo da República Federativa do Brasil concorda com as seguintes disposições:

Ao Senhor Harry Kopp,
Encarregado de Negócios, a.i.,
dos Estados Unidos da América

## ARTIGO I

1. As Partes Contratantes decidem continuar a prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam originar-se do território brasileiro, por ele transitar ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e contribuições financeiras para cobrir custos conforme descrito no Anexo. Esses equipamentos e contribuições serão empregados na repressão do tráfico de drogas.

## ARTIGO II

O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

## ARTIGO III

1. O INM proporcionará o financiamento de até US$ 300,000.00 (trezentos mil dólares), no ano fiscal do Governo dos Estados Unidos da América de 1982, em apoio à cooperação descrita no Artigo I, e para os equipamentos específicos e contribuições para cobrir custos relacionados no Anexo ao presente Acordo.

2. As entidades responsáveis pela implementação do presente Acordo decidirão conjuntamente quanto ao número, tipo e composição dos equipamentos acima mencionados a serem fornecidos no quadro do presente Acordo.

3. Excetuado combustível, o INM providenciará a aquisição de bens e equipamentos nos termos do presente Acordo e fará sua doação ao DPF, o qual certificará seu recebimento e os empregará na repressão ao tráfico de drogas. Combustível para os barcos será adquirido diretamente pelo DPF e seu pagamento será feito pelo INM, segundo procedimentos a serem adotados de comum acordo entre o DPF e o INM.

4. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1984. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

5. Após a data limite fixada no parágrafo 4 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no parágrafo 1 em caso de disponibilidade de verbas autorizadas pelo Congresso dos Estados Unidos da América para tal fim.

## ARTIGO IV

Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão da exclusiva responsabilidade do DPF, que tomará as devidas providências sobre a matéria.

## ARTIGO V

1. Para os fins do presente Acordo, o DPF se compromete a:

a) financiar, até por um valor total de US$ 10,000.00 (dez mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;

b) arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam nele previamente especificadas.

## ARTIGO VI

Os equipamentos e contribuições financeiras para cobrir custos fornecidos por uma das entidades referidas no Artigo II à outra, nos termos do presente Acordo, serão destinados exclusivamente à execução das atividades nele previstas. Após o término do presente Acordo, os referidos equipamentos e contribuições serão utilizados em atividades que complementem os fins visados no Acordo.

## ARTIGO VII

Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

## ARTIGO VIII

O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

## ARTIGO IX

Fica acordado que o Anexo é parte integrante do presente Acordo.

## ARTIGO X

O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

## ARTIGO XI

1. O presente Acordo entrará em vigor pela presente troca de notas e terá vigência a partir desta data até o dia 31 de março de 1984, a menos que as Partes Contratantes decidam prorrogá-lo. Poderá ser denunciado, a qualquer tempo, por notificação escrita por qualquer dos dois Governos. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. A denúncia do presente Acordo implicará o cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não canceláveis que tenham sido assumidos com terceiros.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mui distinta consideração.

[1]

---

[1] João Clemente Baena Soares.

# ANEXO

## AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

### I - CONTRIBUIÇÃO DO INM:

| | |
|---|---|
| 1 (um) barco de oito metros, equipado com motor diesel de 130 H.P. e equipamento de comunicação para utilização em Foz do Iguaçu | US $ 40,000.00 |
| equipamento de comunicação | US $ 60,000.00 |
| emissor de sinais através de impulsos elétricos ("bird dog bumper beeper") | US $ 6,000.00 |
| veículos com tração nas quatro rodas | US $ 150,000.00 |
| detetor de drogas para cocaína | US $ 8,000.00 |
| gravadores cassette | US $ 4,000.00 |
| montante a ser utilizado para apoio operacional e outros custos | US $ 30,000.00 |
| kits para teste de narcótico | US $ 2,000.00 |
| TOTAL | US $ 300,000.00 |

II - CONTRIBUIÇÃO DO DPF:

- Custos de pessoal

| | |
|---|---|
| a) Pagamento de viagens e diárias para executar operações | US $ 9,500.00 |
| b) Instalação do equipamento de comunicações | US $ 500.00 |
| TOTAL | US $ 10,000.00 |

**TRANSLATION**

September 29, 1982

DAI/DNU/DCS/118/611.5(B46)(D13)

Sir:

With reference to the recent negotiations between authorities of the Government of the Federative Republic of Brazil and of the Government of the United States of America on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the Federative Republic of Brazil agrees to the following:

[For the English language text, see pp. 2706-2711.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

João Clemente Baena Soares

Joao Clemente Baena Soares

Mr. Harry Kopp,
Charge d'Affaires ad interim
of the United States of America.

# SIERRA LEONE

## Agricultural Commodities

*Agreement signed at Freetown July 28, 1982;*
*Entered into force July 28, 1982.*
*With memorandum of negotiations.*

# AGREEMENT BETWEEN
# THE GOVERNMENT OF THE UNITED STATES OF AMERICA
# AND
# THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
# FOR THE SALE OF AGRICULTURAL COMMODITIES
# UNDER
# PUBLIC LAW 480 TITLE I[1]

The Government of the United States of America and the Government of the Republic of Sierra Leone agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the August 31, 1978 Agreement[2] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

| Commodity | Supply Period (U.S. Fiscal Year) | Approximate Quantity (Metric Tons) | Maximum Export Market Value (Million Dols) |
|---|---|---|---|
| Rice | 1982 | 10,000 | 3.000 |
| Totals | | 10,000 | 3.000 |

ITEM II. PAYMENT TERMS:

Convertible Local Currency Credit (CLCC) - forty (40) years

A. Initial Payment - none.

B. Currency Use Payment - five (5) percent for Section 104(a) purposes.

C. Number of installment payments - thirty-one (31).

D. Amount of each installment payment - approximately equal annual amounts.

E. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.

F. Initial interest rate - two (2) percent.

G. Continuing interest rate - three (3) percent.

ITEM III. USUAL MARKETING TABLE:

| Commodity | Import Period (U.S. Fiscal Year) | Usual Marketing Requirements (Metric Tons) |
|---|---|---|
| Rice | 1982 | 13,000 |

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

[2] TIAS 9210; 30 UST 673.

ITEM IV EXPORT LIMITATIONS:

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

ITEM V. SELF HELP MEASURES:

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sierra Leone agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Accelerate and expand research and extension activities devoted to adaptive food crop cultivation and replicable delivery systems by: (A) Conducting agriculture research designed to develop improved food crop varieties responsive to local conditions; (B) Implementing supervised on-farm adaptive food crop research and extension trials among small farmers; (C) Distributing and supervising the use of food crop mini-kits, which are properly synthesized for direct small farmer use and benefits; and (D) Up-grading out-reach capabilities of farmer-level extension technicians.

2. Improve agricultural marketing systems through expansion and maintenance of rural feeder roads.

3. Expand rural community development activities by supporting initiatives at the community level through incentive grants to rural community organizations, farmers' associations and cooperatives.

4. Improve the analytic capability of the Ministry of Agriculture to examine agricultural policy issues such as farm input and commodity pricing, marketing systems, production incentives, and small farmer credit, by upgrading technical staff and conducting studies and surveys.

5. Strengthen the sectoral planning and project evaluation capability of the Ministry of Development and Economic Planning by upgrading technical staff; providing equipment, materials and supplies; conducting resource allocation studies; and conducting regional planning seminars to encourage local participation in the development process.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Sierra Leone from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Sierra Leone to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Freetown, in duplicate, the 28th day of July, 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

A. Healy

Theresa A. Healy
Ambassador
Embassy of the
United States of America
in Sierra Leone

FOR THE GOVERNMENT OF THE
REPUBLIC OF SIERRA LEONE

Sheka H. Kanu
Minister of Development
and Economic Planning
of the Republic of
Sierra Leone

## MEMORANDUM OF NEGOTIATIONS

On the 28th day of July, 1982, Dr. Sheka H. Kanu, Minister of Development and Economic Planning, representing the Government of Sierra Leone (GOSL) and Theresa A. Healy, Ambassador of the United States of America in Sierra Leone, representing the Government of the United States of America (USG) met to approve and sign an Agreement and this Memorandum of Negotiations covering the terms and conditions for the sale of agriculture commodities under the provision of Title I of the United States Public Law 480.

The terms and conditions of the Agreement and the Memorandum of Negotiation were negotiated prior to the above date by representatives of the Ministry of Development and Economic Planning and the United States Agency for International Development (USAID).

Listed herein are the assistance rationale, the development objectives, the operational procedures and compliance requirements as agreed to during these negotiations.

## I. ROLE OF FOOD AID AND PL 480 FOOD RESOURCES

It is recognized that food-aid resources from the United States are made available to recipient countries to assist those countries to support progress in their own development efforts. Accordingly, while these external food resources may off-set foreign exchange requirements and free resources for other essential imports, the generated revenues should be used by a recipient country to accomplish specific objectives directed toward more equitable growth and development. The greatest emphasis should be placed on activities devoted to increasing per capita food production and enabling the poor in the recipient country to participate actively in increasing agricultural production through small farm agriculture.

Furthermore, it was acknowledged that here in Sierra Leone the utilization of food-aid resources should be consistent with an overall development strategy of the GOSL and that food-aid resources should be integrated with other resources of Sierra Leone to enhance the impact of these resources targeted at developmental objectives; a specific strategy for the employment of food-aid resources in Sierra Leone will be defined in collaborative research and planning efforts.

## II. SELF HELP DEVELOPMENT OBJECTIVES

Both parties acknowledged that the U.S. Congress, in making available concessional food-aid, intends that such food-aid be used efficiently and effectively to achieve specific self-help development objectives in the recipient countries. The following language from Public Law 480 (PL 480) provides an insight into this self-help concept, and explains how self-help provisions should be described and incorporated into agreements:

1. In negotiating sales agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the Sierra Leonean people and their capacity to participate in the development of their country. The greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

2. Before entering into agreements for sale of commodities, consideration shall be given to the extent to which the recipient country is undertaking self-help measures to increase the per capita food production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is necessary to take into particular account the extent to which these measures

are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

3. The economic development and self-help measures which the recipient country agrees to undertake shall be described; (a) to the maximum extent feasible, in specific and measurable terms, and (b) in a manner which ensures that the needy people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement.

4. The President shall, to the maximum extent feasible, take appropriate steps to assure that, in each agreement entered into under this Title, and each amendment to such an agreement, the self-help measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement.

5. The President shall take all appropriate steps to determine whether the economic development and self-help provisions of each agreement entered into under this Title, and of each amendment to such an agreement, are being fully carried out.

During the discussions, both parties acknowledged that the GOSL is currently undertaking, and will continue to undertake such self-help measures described in the Agreement to increase per capita production and improve the means for storage and distribution of agricultural commodities. These measures are designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Regarding the utilization of the local currencies accruing to the GOSL from the sale of the agricultural commodities financed under the Agreement, the GOSL will provide financing during the GOSL FY-1982/83 to implement activities as discussed below designed to achieve the developmental objectives identified as self-help measures in Item V paragraph B, of the Agreement, i.e.,

(1) At least, Le600,000 to meet recurring costs of the on-going Adaptive Crop Research and Extension (ACRE) Project.

Accomplishments expected by the end of Project (CY-1984) are:

a) developed improved appropriate agricultural technology packages for the four major indigenous crops that are adopted by approximately 20,000 farm families;

b) twenty participants trained at degree level and twelve trained at non degree level in Agricultural Sciences/Extension; and eleven trained at non degree level in Agriculture administration/support services;

c) fifty extension technicians trained in appropriate agricultural technology delivery systems development;

d) ten-year national research/extension plan completed.

Accomplishments expected by the end of CY-1983 are:

a) establish research/demonstration trial plots on representative small farm sites - 450 during CY-82 and 500 during CY-83;

b) completed construction/development of extension research/administration/support facilities and installation of necessary laboratory equipment;

c) completed socio-economic baseline survey and preliminary soil survey of project zonal sites;

d) distributed food crop mini-kit packages to approx. 4,000 farmers during CY-82, and 8,000 farmers during CY-83;

e) conducted in-service training workshops for extension staff field workers, and small farmers - 75 participants in CY-82 and 150 in CY-83 and

f) initiate formal extension/research training for GOSL staff - 14 participants during CY-82, and 20 during CY-83.

(2) At least Le1,000,000 to obtain local materials and labor for up-grading and maintaining feeder roads. 1,202 miles will be maintained and constructed during the National Plan-Period - 1982/3-1985/86. (Estimate 200 miles for 82/83.)

(3) At least Le300,000 to assist a minimum of six communities to implement agriculture production projects;

six communities to construct small access bridges; six communities to construct and maintain a minimum of 50 miles of access roads, six communities to construct outreach health facilities and six communities to construct potable water facilities, and other similar activities.

(4) At least Le100,000 to conduct one study on commodity pricing and one on small farmer credit by end of CY 1983.

(5) At least Le180,000 to (a) provide short-term training in project design and evaluation techniques: during FY-82/83 200 person months; (b) conduct one food-aid resource allocation study during FY-82; and (c) conduct four regional workshops by November 1983.

## III. CONDITIONS AND OPERATIONAL PROCEDURES

1. The financial terms for the Agreement will be unchanged, i.e., the financing, as set forth in Part II, Item 2, of the proposed credit (CLCC) establishes terms of 40 years, including a 10-year grace period; and interest rates of two (2) percent during the grace period with three (3) percent thereafter. There is no initial payment but a currency use payment (CUP) of five (5) percent is required.

2. The proposed commodity compositions, as shown in Part II, Item 1, provides for about 10,000 MT of rice with a total export market value of $3 million for supply in fiscal Year 1982. The export market value is the final determinate of the amount of commodities which can be purchased. This means that if commodity prices fluctuate, the quantity to be financed under the Agreement may be more or less than the approximate quantity specified.

3. Part II, Item 3, of the Agreement provides for usual marketing requirements (UMR's) of 13,000 MT of rice. The UMR reflects a five year average for rice, and it is based on commercial imports from non-communist countries.

4. The commodities financed under the Agreement will be received, stored and distributed within Sierra Leone as indicated below unless otherwise agreed to:

Receipt: All PL 480 Title I commodities are received at the port of Freetown and delivered directly to the purchaser. Highest priority will be accorded to processing these commodities through the Freetown port. Berth No. 1 is reserved for these commodities.

Storage: The purchaser has adequate storage facilities capable of handling many times the volume of the commodities provided under the PL 480 Title I program. There is no record of commodity spoilage or loss in storage.

Distribution: Distribution of the commodities purchased under this Agreement will proceed without interfering with local marketing of the same kind of commodities.

Disincentives: Import and distribution of PL 480 Title I commodities will not cause disincentives to local production of the same kind of commodities.

5. The possibility of commodity diversions outside normal marketing channels or other misuse was discussed and it was noted that there has been no problems in this regard in the past. Furthermore, it is felt that the quantities involved are small enough to be relatively easy to secure in the short interval between off-loading and distribution by the purchaser. The Development Secretary further confirmed that both port and border security have been strengthened, and that there is a high penalty which includes imprisonment, fine or both for any activity outside normal market channels.

6. It was agreed that in order to both expedite the approval for signing of the Agreement and the timely purchase and shipment of the commodities, hopefully, not later than August 31, 1982, the GOSL should:

A. Provide the U.S. Embassy (USAID) in Freetown with the following information:

(1) Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards;

(2) Proposed contracting and delivery means delivery to vessel at U.S. Port.);

(3) Name and address of the bank in Sierra Leone and the U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened;

(4) Assurances that appropriate GOSL authorities are prepared: (a) to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the Agreement; and (b) to open operable and irrevocable letters of credit for both commodity and ocean freight payments which will be issued, advised or confirmed by a U.S. commercial bank designated by the GOSL, as soon as commodities are purchased and ocean freight is booked.

(5) Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage;

(6) Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to domestic agricultural production and marketing efforts in Sierra Leone.

B. Provide the Embassy of the GOSL in Washington D.C. with:

(1) Information described in paragraphs 6.A. (1), (2), (3) and (4) above.

(2) Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing to purchase commodities and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable). At least 50 percent of the commodities purchased shall be shipped via U.S. flag vessels.

(3) Instructions that PL 480 Title I Regulatory and Legislative requirements mandate:

(a) The purchase of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (Offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

(b) The terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture. Also, if an IFB issued by the GOSL requires a performance bond, the requirement must be fair to both buyer and seller. The U.S. Department of Agriculture officials are developing performance bond language which satisfies these concerns and which may be used in commodity IFB's, and these officials will be available to coordinate implementation of this language with designated GOSL purchasing authorities.

(c) Letters of credit for all (100 percent) of ocean freight costs must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter party or booking note. Furthermore, commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges). If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

(d) Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

(e) If the GOSL nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOSL must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in writing of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

(4) Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

IV. COMPLIANCE AND REPORTING

The representatives of both Governments recognize that compliance with the terms of the Agreement and appropriate reporting on progress is an essential part of any PL 480 Title I sales program; timely reporting from the recipient country is especially important because information in these reports, which is presented to the U.S. Congress on a regular schedule, is used to evaluate the potential for further joint cooperation in programs assisted with PL 480 Title I resources. Accordingly, the GOSL accepts the responsibility for the timely submission of the following reports: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Uses of Sales Proceeds, as required under the Standard Provisions of the Agreement. A listing of the timing for submission of these reports to the U.S. Embassy (USAID) is as follows:

(1) Progress Report on Compliance: Quarterly, twenty (20) days after the close of each calender year quarter, i.e., due on January 20, April 20, July 20, and October 20.

(2) Progress Report on Self-Help: Annually, forty-five (45) days after the close of each U.S. fiscal year, i.e., due on November 15.

(3) Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy (USAID) the pertinent sheet covering each shipment.

(4) Use of Sales Proceeds: Bank of Sierra Leone statements on the PL 480 Title I special account will be submitted quarterly.

It is agreed that compliance certification will require a strengthening of management and of procedures used in the implementation of this program by: (a) defining the joint approval and periodic progress evaluation of development projects supported with the local currency generated by the sale of the Title I commodities; and (b) improving the management controls and auditing programs governing the financial transactions for the generated funds.

Accordingly, it is agreed that existing procedures will be examined and revised jointly by the GOSL and the USAID prior to the arrival of commodities procured under the Agreement and that representatives of the USG will be allowed reasonable access to examine the receipt, storage and distribution of the commodities purchased under the Agreement, as well as financial records and transactions pertaining to the disbursements of the local currency generated under the Agreement.

For matters of consultation, advice and compliance certification related to the Agreement, it is agreed that the Ministry of Development and Economic Planning is the designated authority of the Government of the Republic of Sierra Leone.

Theresa A. Healy

Theresa A. Healy
Ambassador
Embassy of the United States
of America in Sierra Leone

SHKanu

Sheka H. Kanu
Minister
Ministry of Development
and Economic Planning
Republic of Sierra Leone

# MEXICO

## Agriculture: Mediterranean Fruit Fly

***Agreement extending the agreement of October 22, 1981.***
***Signed at Mexico September 29, 1982;***
***Entered into force September 29, 1982.***

United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Washington, DC 20250

ACCOUNTING CODE: 35286-02505

Secretaría de Agricultura y
Recursos Hidráulicos de México
Programa—Moscamed
México, México
State of Chiapas

The Plant Protection and Quarantine of this Service desires to renew Cooperative Agreement No. 12-16-5-2478 [1] which is being renumbered as: 12-16-86-043 for the period October 1, 1982 through September 30, 1983.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate. Furthermore, Federal obligations under this agreement shall be in accordance with the approved program narrative *(work plan)* and financial plan prepared for the period covered.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. One signed copy should be retained for your files.

Reimbursement by the Service for the period covered by this renewal, shall be in an amount mutually agreeable.

George E. Cavin
LAR-Regional Director

Concurred in:

J. Hendrichs
Jorge P. Hendrichs.
*National Coordinator Medfly Program.*

Return to:
USDA-APHIS-PPQ-LAR
*Regional Office*
*Apartado postal 815*
*Monterrey, N.L. Mexico*

---

[1] Signed Oct. 22, 1981. TIAS 10373; *ante*, 481.

# PANAMA

## Cemetery: Custodian's House

***Agreement effected by exchange of notes***
***Signed at Panama September 29 and 30, 1982;***
***Entered into force September 29, 1982.***

### *The American Chargé d'Affaires ad interim to the Panamanian Acting Minister of Foreign Relations*

Panama, September 29, 1982

No. 101

Excellency:

I have the honor to refer to Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV of the Panama Canal Treaty,[1] which prohibits the United States from constructing new housing units in Military Areas of Coordination, among which is the Corozal Cemetery, described in a general way in Paragraph 3(a)(i)(ccc) of Annex A of the above mentioned Agreement and Attachments 1, 18 and 23 of the 1977 Canal Treaty.

My Government wishes to inform your Government of the need to adopt measures to improve the administration, maintenance and preservation of the Corozal Cemetery, for which it considers it necessary to construct a custodian's house within the Cemetery area.

Hence, on behalf of my Government I wish to submit for the consideration of the Panamanian Government a request for permission for the United

His Excellency
José M. Cabrera Jované,
Acting Foreign Relations Minister,
Panama, Republic of Panama.

---

[1] **Signed Sept. 7, 1977. TIAS 10032; 33 UST 126.**

States Government to build the referenced house in the Corozal Cemetery, with the understanding that such authorization constitutes an exception to the prohibition established in Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV, and that this housing unit conform to Panamanian laws and regulations.

For such purposes, and in light of the above, I propose that our Governments agree to make a limited exception to the stipulation contained in Paragraph 5(c) of Annex B of the Agreement in Implementation of Article IV of the Panama Canal Treaty, and authorize the United States to construct a house in the Corozal Cemetery for the use of the Custodian.

If the above proposal is acceptable to the Government of Panama, I have the honor to suggest that this note and the affirmative reply of Your Excellency constitute an agreement between our two Governments on the subject, which takes effect on this date.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

Melville E. Blake, Jr.

Melville E. Blake, Jr.
Chargé d'Affaires

## *The Panamanian Acting Minister of Foreign Relations to the American Chargé d'Affaires ad interim*

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D.M. No. 216

Panamá, R. de P.
30 de septiembre de 1982

Señor Encargado de Negocios:

Tengo el honor de acusar recibo de la Nota de Su Señoría N°101, con fecha 29 de septiembre de 1982, que dice lo siguiente:

> "Excelencia:
>
> Tengo el honor de dirigirme a Vuestra Excelencia para referirme al Parágrafo 5(c) del Anexo B del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, que le prohibe a los Estados Unidos de América la construcción de nuevas unidades de vivienda en las Areas de Coordinación Militar, entre las cuales se encuentra el Cementerio de Corozal, descrito de manera general en el Parágrafo 3(a)(i)(ccc) del Anexo A del antes mencionado Acuerdo y en los Adjuntos 1, 18 y 23 al Tratado del Canal de 1977.
>
> Mi Gobierno desea expresar al Gobierno de Vuestra Excelencia la necesidad de adoptar medidas para la mejor administración, mantenimiento y conservación del Cementerio de Corozal, para lo cual estima necesario la construcción de una unidad de vivienda para un guardián dentro del área del Cementerio.
>
> Así mismo, en nombre de mi Gobierno deseo someter a la consideración del Gobierno de Panamá, la solicitud de autorización al Gobierno de los Estados Unidos de América para construir la referida unidad de vivienda en el Cementerio de Corozal, en el entendimiento que tal autorización constituye una excepción a la prohibición establecida en el Parágrafo 5(c) del Anexo B del Acuerdo para la Ejecución del Artículo IV, y que dicha obra se realizará conforme a las disposiciones legales y reglamentarias de la República de Panamá.

Para

Su Señoría
Melville E. Blake, Jr.,
Encargado de Negocios
Embajada de los Estados Unidos de América,
Ciudad.

> "Para tales propósitos, en virtud de lo antes expuesto, propongo que nuestros dos Gobiernos acuerden que se haga una excepción limitada a la estipulación contenida en el Parágrafo 5(c) del Anexo B, del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, y se autorice a los Estados Unidos a construir una vivienda en el Cementerio de Corozal, para uso del Guardián.
>
> Si la propuesta anterior fuera aceptable al Gobierno de la República de Panamá, tengo el honor de sugerir que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un acuerdo entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en esta fecha.
>
> Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración".

Tengo el honor de confirmar que mi Gobierno está de acuerdo con la propuesta que antecede y que la nota de Su Señoría y esta nota, constituyen un Acuerdo entre nuestros dos Gobiernos, que estará en vigor en esa fecha, 29 de septiembre de 1982.

Acepte, Vuestra Señoría, las seguridades de mi distinguida consideración.

JOSE MARIA CABRERA J.
Ministro Encargado de Relaciones Exteriores.

**TRANSLATION**

Republic of Panama
Ministry of Foreign Relations

No. 216

Panama, September 30, 1982

Sir:

I have the honor to acknowledge receipt of your note No. 101 of September 29, 1982, which reads as follows:

[For the English language text, see pp. 2738-2739.]

I have the honor to confirm that my Government accepts the foregoing proposal and agrees that your note and this reply shall constitute an agreement between our two Governments, entering into force on September 29, 1982.

Accept, Sir, the assurances of my high consideration.

J M Cabrera J.

Jose Maria Cabrera J.
Acting Minister of Foreign Relations

The Honorable
Melville E. Blake, Jr.,
Charge d'Affaires,
Embassy of the United States of America,
Panama.

# MEXICO

## Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

*Agreement amending the agreement of December 2, 1980.*
*Effected by exchange of letters*
*Signed at Mexico April 2, 1982;*
*Entered into force April 2, 1982.*

*The American Ambassador to the Mexican Attorney General*

EMBASSY OF THE

UNITED STATES OF AMERICA

MEXICO

April 2, 1982

OFFICE OF THE AMBASSADOR

His Excellency
Licenciado Oscar Flores
*Attorney General of the Republic*
*E.C. Lazaro Cardenas No. 9*
*Mexico 1, D.F.*

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $150,000 the funding provided by our exchange of letters dated December 2, 1980,[1] and subsequent amendments. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to insert after the third paragraph of our letter dated December 2, 1980, plus subsequent amendments, the following paragraph: "The Government of the United States further agrees to provide U.S. One Hundred and Fifty Thousand Dollars (U.S. $150,000) to finance pilot and instructor/pilot safety training and evaluation of aerial services personnel, said training and evaluations to be conducted by a U.S. contractor selected by the Government of Mexico on the advice and the agreement of the Government of the United States. Said money is provided from funds made available in U.S. Fiscal Year 1982 under project number 312801-0102."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

---

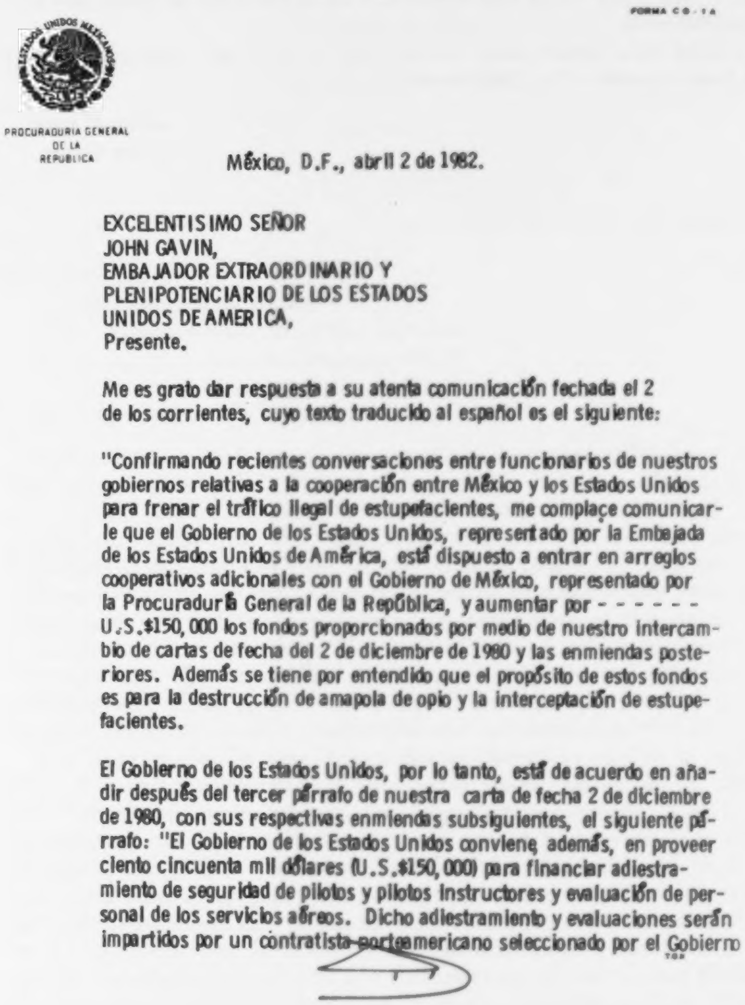
[1] TIAS 10106; 33 UST 1217.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN
John Gavin

*The Mexican Attorney General to the American Ambassador*



FORMA CO-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., abril 2 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 2 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros gobiernos relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por - - - - - - U.S.$150,000 los fondos proporcionados por medio de nuestro intercambio de cartas de fecha del 2 de diciembre de 1980 y las enmiendas posteriores. Además se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en añadir después del tercer párrafo de nuestra carta de fecha 2 de diciembre de 1980, con sus respectivas enmiendas subsiguientes, el siguiente párrafo: "El Gobierno de los Estados Unidos conviene, además, en proveer ciento cincuenta mil dólares (U.S.$150,000) para financiar adiestramiento de seguridad de pilotos y pilotos instructores y evaluación de personal de los servicios aéreos. Dicho adiestramiento y evaluaciones serán impartidos por un contratista norteamericano seleccionado por el Gobierno de México en consulta y acuerdo con el Gobierno de los Estados Unidos. Este incremento de fondos para proyecto número 312801-0102 proviene de fondos del año fiscal (U.S.) 1982.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mexico, D.F., April 2, 1982

Mr. Ambassador:

I am pleased to reply to your letter of April 2, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2744-2745.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

# GUATEMALA

## Agriculture: Mediterranean Fruit Fly

*Agreement extending the agreement of October 22, 1981.*
*Signed at Guatemala October 1, 1982;*
*Entered into force October 1, 1982.*

United States Department of Agriculture,
Animal and Plant Health Inspection Service,
Washington, DC 20205
Accounting Code 35286-21505

Ministerio de Agricultura-Guatemala
Comision Moscamed
Guatemala, Centro America

The Plant Protection and Quarantine of this Service desires to renew Cooperative Agreement No. 12-16-5-2481 [1] which is being renumbered as: 12-16-86-044 for the period October 1, 1982 through September 30, 1983.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate. Furthermore, Federal obligations under this agreement shall be in accordance with the approved program narrative *(work plan)* and financial plan prepared for the period covered.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. One signed copy should be retained for your files.

Reimbursement by the Service for the period covered by this renewal, shall be in an amount mutually agreeable.

George E. Cavin

*LAR—Regional Director*

Concurred in:

F J Galvez Soberanis
Francisco Javier Galvez Soberanis

*Contador Público*

Return to:
USDA-APHIS-PPQ-LAR
*Regional Office*
*Apartado postal 815*
*Monterrey, N. L. Mexico*

---

[1] Signed Oct. 22, 1981. TIAS 10288; 33 UST 4139.

# EURATOM

## Atomic Energy: Management of Radioactive Wastes

***Agreement signed at Brussels October 6, 1982;***
***Entered into force October 6, 1982.***

# AGREEMENT FOR EXCHANGE OF INFORMATION CONCERNING A COOPERATIVE PROGRAM IN THE FIELD OF MANAGEMENT OF RADIOACTIVE WASTES BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE EUROPEAN ATOMIC ENERGY COMMUNITY

The Department of Energy of the United States of America, (DOE), and the European Atomic Energy Community (EURATOM), acting through and represented by the Commission of the European Communities, hereinafter referred to as the Parties,

having a mutual interest in the development of radioactive waste management techniques;

recognizing the advantages of sharing information derived from their respective experience and capabilities;

noting the statutory authority of DOE to disseminate information related to nuclear energy and

desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management

have agreed as follows:

## ARTICLE 1

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of information in the area of the management of radioactive wastes. The areas and forms of cooperation are listed under Articles 2 and 3 respectively.

## ARTICLE 2

The areas of cooperation covered by this Agreement include (see attachment 1), but are not limited to:

1. Characterization of waste forms;
2. Disposal in geologic formations.

Other areas may be added by the Parties by mutual agreement in writing, pursuant to Article 14, paragraph 1, below.

## ARTICLE 3

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms:

1. Exchange of scientists, engineers and other specialists.
   Such exchanges of staff shall be in accordance with Article 9 of this Agreement.
2. Exchange of samples, materials, instruments and components for testing, as agreed in writing by the Parties.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
4. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed

in Article 2, in a manner agreed by the Coordinators (Article 4).

5. Short visits by specialist teams or individuals to the research and development facilities of the other Party including in the case of EURATOM such facilities of the Member States which agree thereto. All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

Other specific forms of cooperation may be added by the Parties by mutual agreement pursuant to Article 14, paragraph 1, below, in a writing that includes such matters as patents, exchange of equipment and information disclosure specific to the particular program or project.

## ARTICLE 4

1. To supervise the execution of this Agreement, the Parties will name Coordinators. As deemed necessary the Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Coordinators shall consider and act on any major new proposals for cooperation. These meetings shall be held alternatively in the Community and in the United States.

2. Day to day management of the cooperation under this Agreement shall be carried out by correspondents designated by the Coordinators. The correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

## ARTICLE 5

1. General.

Each Party shall make available to the other Party information which they have the right to disclose and which is either in their possession or available to them. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 7.

2. Definitions, procedures and use of proprietary information.

A. Definitions as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures and use of proprietary information

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated 6th October 1982 between the United States Department of Energy and the European Atomic Energy Community and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the government of the U.S., of the European Atomic Energy Community (EURATOM) and of the Governments of the Member States of Euratom without the prior approval of the Coordinator of the transmitting Party. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within the receiving Party, and other concerned Government departments and Government agencies of the receiving Party;

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its own policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff and use of facilities shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

## ARTICLE 6

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

## ARTICLE 7

1. With respect to any invention or discovery conceived or first actually reduced to practice in the course of or under this Agreement:

   a) If conceived or first actually reduced to practice by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists, the Receipient Party shall acquire all right, title and interest in and to any such invention or discovery in all countries subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

   b) If conceived or first actually reduced to practice by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses, in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

   c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph a) above and the Assigning Party shall have the same rights as the Assigning Party as set forth in paragraph a) above.

2. Each Party shall, without prejudice to any rights of inventors or authors under the laws of its country, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Articles 7 and 8. None of the Parties shall assume the responsibility to pay awards or compensation required to be paid to the nationals of the other Party according to the laws of the country of that other Party.

## ARTICLE 8

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 5 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

## ARTICLE 9

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a detailed separate attachment agreement between the Parties.

## ARTICLE 10

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country, nor does it preclude the Parties from engaging in activities with other governments or persons.

## ARTICLE 11

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

## ARTICLE 12

Cooperation under this Agreement shall be in accordance with laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

## ARTICLE 13

The implementation of this Agreement will be subject to the availability of appropriated funds. Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

## ARTICLE 14

1. This Agreement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall continue for a five (5)-year period, and may be amended or extended by mutual written agreement of

the Parties. This Agreement may be extended subject to agreement by the Parties following a review of accomplishments under the Agreement.

2. This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

3. In the event that, during the period of this Agreement the nature of either Party's radioactive waste management program should change substantially whether this be by substantial expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management program of a third party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement. Revisions shall become the subject of an amendment to the Agreement according to the provisions of Article 14, paragraph 1, above.

4. All efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

## ARTICLE 15

This Agreement shall apply in so far as the European Atomic Energy Community is concerned, to the territories in which the Treaty establishing the European Atomic Energy Community[1] is applied and under the conditions laid down in that Treaty.

---

[1] Done Mar. 25, 1957. 298 UNTS 169.

Done in duplicate at Brussels this 6th day of October, 1982.

| | |
|---|---|
| DEPARTMENT OF ENERGY OF THE<br>UNITED STATES OF AMERICA | EUROPEAN ATOMIC ENERGY COMMUNITY,<br>Represented by the Commission of<br>the European Communities |
| George S Vest [1] | L. Haferkamp. [2] |

---

[1] George S. Vest.
[2] L. Haferkamp.

**ATTACHMENT 1**

### Radioactive waste management co-operation
### between US-DOE and EURATOM

---

### Scientific areas of co-operation

1. Characterisation of waste forms;

2. Disposal in geologic formations (including disposal in crystalline rocks, salt and argillaceous formations as well as disposal in the sea bed);

2.1. Characterisation of site including research in deep drillings;

2.2. Underground experimental rooms/shafts and associated research;

2.3. Additional barriers, backfilling and sealing materials;

2.4. Characterisation, before and after disposal, of the internal equilibria of rock formations; modelling;

2.5. Radionuclides migration and modelling;

2.6. Risk analysis;

2.7. Repository design;

2.8. Basic studies of general interest and development of new methods for assessment and characterisation of sites.

# SAUDI ARABIA

## Technical Cooperation: Solar Energy

*Agreement extending the agreement of October 30, 1977.*
*Signed at Washington October 8, 1982;*
*Entered into force October 8, 1982.*

# EXTENSION OF THE PROJECT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE UNITED STATES DEPARTMENT OF THE TREASURY; AND THE SAUDI ARABIAN NATIONAL CENTER FOR SCIENCE AND TECHNOLOGY AND THE SAUDI ARABIAN MINISTRY OF FINANCE AND NATIONAL ECONOMY FOR COOPERATION IN THE FIELD OF SOLAR ENERGY

WHEREAS the Government of the United States of America and the Government of the Kingdom of Saudi Arabia signed a Technical Cooperation Agreement on February 13, 1975, which was extended for five years, beginning February 13, 1980;[1]

WHEREAS under the auspices of the above agreement a Project Agreement Between the United States Department of Energy (DOE) and the United States Department of the Treasury (Treasury), jointly, and the Saudi Arabian National Center for Science and Technology (SANCST) and the Saudi Arabian Ministry of Finance and National Economy (MFNE), jointly, (the Agencies) for cooperation in the Field of Solar Energy (the Project Agreement) was signed on October 30, 1977[2] and entered into force, for five years, beginning January 18, 1978;

WHEREAS an Addendum to the Project Agreement entered into force in 1979;[3]

WHEREAS the Agencies wish to extend the period that the Project Agreement and the Addendum remain in effect in order to continue cooperating in the field of solar energy;

WHEREAS Article 8, Paragraph 2, of the Project Agreement provides for amendment or extension of the Agreement by the mutual written consent of the Agencies;

---

[1] TIAS 8072, 9691, 9867; 26 UST 880; 31 UST 5889; 32 UST 2647.

[2] TIAS 9077; 29 UST 4730.

[3] Not printed.

IT IS HEREBY AGREED AS FOLLOWS:

The Project Agreement between the Agencies and the Addendum are extended for a period of thirty-six months, until January 18, 1986, unless terminated earlier in accordance with Article 8, Paragraph 3, of the Project Agreement.

All other provisions of the Project Agreement and Addendum remain in effect without change.

This Agreement may be amended or extended from time to time by mutual consent of the Agencies.

This Agreement is executed the 8th day of October, 1982 in Washington, District of Columbia, the United States of America.

Government of the
United States of America

Donald T Regan [1]
Department of the Treasury

Henry E Thomas [2]
Department of Energy

Government of the
Kingdom of Saudi Arabia

[3]
Ministry of Finance and
National Economy

[4]
National Center for
Science and Technology

---

[1] Donald T. Regan.

[2] Henry E. Thomas.

[3] H. E. Mohammed Abalkhail.

[4] Rida M. S. Obaid.

# FEDERAL REPUBLIC OF GERMANY

## Energy: Conservation Applications to Building Complexes

*Implementing agreement signed at Bonn June 28, 1976;*
*Entered into force June 28, 1976.*

INTERNATIONAL ENERGY AGENCY

# IMPLEMENTING AGREEMENT
## FOR THE ESTABLISHMENT OF A PROJECT DEMONSTRATING ENERGY CONSERVATION APPLICATIONS TO BUILDING COMPLEXES

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or parties proposed by their respective governments, pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the Agency on 28th July, 1975,[1] wish to participate in the establishment and operation of the Project Demonstrating Energy Conservation Applications to Building Complexes as provided in this Agreement (the "Project");

CONSIDERING that the Contracting Parties which are governments, and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the International Energy Agency (the "Agency") and have agreed in Article 41 of the Agreement on an International Energy Program[2](the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development in energy conservation;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975 the Governments approved the Project as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Project as an important component of international co-operation in the field of energy conservation;

HAVE AGREED as follows:

### *Article 1*

### OBJECTIVES

Background—The Ministry for Research and Technology of the Federal Republic of Germany ("the Ministry") is currently funding the operation of two energy conservation demonstrations and test installations. The scope of work for these two programmes consists of the following:

---

[1] TIAS 8229; 27 UST 249.

[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

*(a)* *Esslingen Programme*—Located in the City of Esslingen (FRG). This programme involves the provision of all space heating and domestic hot water requirements for a complex of three high-rise apartment buildings by a central water to water heat pump system which extracts heat from river water. The building complex also has an alternate oil-fired heating system which can provide the full heating requirements. The primary experiment will be a three to five-year programme of heat pump system performance evaluation and comparison with oil-fired heating. Evaluation of the energy effects of different end-use heat delivery systems (floor heating vs. radiator heating) and the effects of two different levels of exterior wall insulation will also be conducted.

*(b)* *Wiehl Large-Scale Experimental Plant Programme*—This complex consists of a multi-purpose community recreational facility whose energy system features many subsystems such as waste heat utilization, heat recovery from waste water and ventilation exhaust, waste water utilization, heat loss reduction, solar energy collection and heat pumps. These multiple subsystems are integrated by design for operation as a synergistically optimized energy system for important tests and evaluations in the rational use of energy. A programme of operating tests, analyses and technological studies and evaluations will be developed to cover a period of from five to ten years.

It is the objective of the Contracting Parties to design and implement the Project, which shall consist of the following elements:

(1) The programme of work associated with the design and implementation of the experimental activities at the Wiehl and Esslingen facilities, which is intended to be specifically described at Annex I tc this Agreement (hereinafter referred to as "the Programme"), including

- *(i)* exchange of technical personnel for conduct of experiments at the Esslingen and Wiehl facilities, and elsewhere as agreed by the Joint Working Party;
- *(ii)* sharing of information developed and acquired by the Contracting Parties as a result of the design and implementation of the aforesaid experimental activities; and
- *(iii)* design, execution and evaluation of agreed upon experiments associated with the aforesaid experimental activities; and

(2) Design, execution and evaluation of additional agreed upon joints experiments (beyond those contemplated in Annex I) associated with the facilities at Esslingen, Wiehl and elsewhere.

## *Article 2*

## OPERATING AGENT

*(a)* The Project shall be operated by an Operating Agent. The functions of the Operating Agent shall be performed by Energietechnik GmbH Studiengesellschaft fur

Energieumwandlung-Fortleitung und-Anwendung ("ETS"), which is also a Contracting Party, acting under a contract with the Ministry.

*(b)* The Operating Agent shall develop and deliver to the other Contracting Parties periodic reports, as listed in Annex II, on the ongoing evaluations of systems performance resulting from execution of the Programme described in Annex I; together with reports, as determined by the Joint Working Party, on the conduct of additional agreed upon joint experiments.

*(c)* All legal acts required to operate the Project shall be performed on behalf and for the account of the Contracting Parties by the Operating Agent. Subject to the provisions of Article 7, the Operating Agent shall, for the benefit of the Contracting Parties, be the sole legal owner of all property rights which may be acquired for the Project or which shall accrue to the Project in carrying out its objectives. The Operating Agent shall operate the Project under its supervision and responsibility, subject to this Agreement, in accordance with the law of the Federal Republic of Germany.

*(d)* The Operating Agent shall be responsible for taking all steps required to implement the Project in accordance with this Agreement, and with decisions of the Joint Working Party. Such responsibility shall include, but not be limited to:

(1) In accordance with the decisions of the Joint Working Party, executing the Programme, and additional agreed upon experiments;

(2) Acquiring on behalf of the Contracting Parties information and data; and, subject to the provisions of Article 7, intellectual property rights now held by third parties (or which cannot be used without the consent of third parties) which are necessary for the purposes of carrying out the Project and exploitation of the results thereof; in so doing, the Operating Agent shall not enter into any commitment not authorized by the Joint Working Party;

(3) Operating the test equipment and such instrumentation which may be installed in accordance with the Programme and additional agreed upon joint experiments, and letting all contracts necessary in connection therewith in accordance with the rules laid down pursuant to this Agreement;

(4) Recording the results of the operation of the experiments in accordance with a procedure approved by the Joint Working Party;

(5) Performing such analysis of the results as is agreed by the Joint Working Party.

### *Article 3*

### JOINT WORKING PARTY OF EXPERTS

*(a)* Control of the Project shall be vested in the Joint Working Party of Experts (the "Joint Working Party") constituted under this Article and decisions reached by the

Joint Working Party under the provisions of this Article shall be binding on the Operating Agent and each Contracting Party.

*(b)* The Joint Working Party shall consist of one representative designated by each of the Contracting Parties. Each member of the Joint Working Party may appoint technical or other advisers. Each Contracting Party shall inform the other Contracting Parties in writing of all designations under this paragraph.

*(c)* As of the date of execution of this Agreement, the Parties have not yet agreed upon the Programme which is intended to be included as Annex I hereto. Accordingly, within 60 days after entry into force of this Agreement, the Joint Working Party shall agree upon:

(1) A definitive five-year overall scope of work on the Programme covering methodologies, instrumentation and data acquisition schemes, and the experiment design and operation schedule; and

(2) A detailed work management plan covering the first twelve-month period of work of the Programme, including identification of specific tasks and subtasks, manpower and cost allocation for each task and subtask, and detailed time schedule for performance of the tasks.

In the event the Joint Working Party fails to agree upon Annex I within such 60-day period, this Agreement shall be deemed to be terminated, without further obligation to the Parties.

*(d)* The Parties intend that the detailed work management plan as described above for each twelve-month period subsequent to the first twelve-month period covered by this Agreement will he considered by the Joint Working Party sufficiently in advance of its being carried out so as to allow the Joint Working Party to consult thereon and make recommendations with respect thereto. Accordingly, before ETS adopts each such subsequent twelve-month work management plans, ETS shall submit it to the Joint Working Party, and shall exercise its best efforts to ensure that recommendations of the other Contracting Parties are incorporated therein. The purpose of the foregoing procedure is to ensure that each such twelve-month work management plan will make the maximum contribution to each Party's national programmes.

*(e)* The Joint Working Party may also agree upon additional joint experiments to be made part of the Project. Such additional joint experiments, which may be performed at the facilities of Wiehl, Esslingen or elsewhere, shall be conducted in accordance with decisions of the Joint Working Party and with the applicable provisions of this Agreement.

*(f)* The Joint Working Party shall evaluate Project results, including results of specific experiments to be carried out.

*(g)* Members of the Joint Party of Experts shall be remunerated by their respective employers and shall be subject to their employers' conditions of service.

*(h)* The Joint Working Party shall adopt the Project Budget and shall make such rules and regulations as may be required for the sound management of the Project, including financial rules as provided in Article 5.

*(i)* Each member of the Joint Working Party shall have one vote, and all decisions shall be by unanimity.

*(j)* The Joint Working Party shall meet in regular session at least once each year to evaluate detailed work management plans; each Contracting Party shall have the right to call additional such sessions by giving notice to the other Contracting Parties. Meetings of the Joint Working Party shall be held at such locations as may be mutually agreed upon.

*(k)* At least 28 days before each meeting of the Joint Working Party, the Operating Agent shall give notice of the time, place and purpose of the meeting to the other Contracting Parties and to other persons or entities entitled to attend. All members of the Joint Working Party shall be present to produce a quorum for the transaction of business in meetings of the Joint Working Party.

*(l)* The Joint Working Party shall provide the Agency with periodic reports on the Project.

### *Article 4*

## ADMINISTRATION AND STAFF

*(a)* The Operating Agent shall have sole responsibility for the administration and provision of staff for this Project; remuneration of the staff of the Project shall be the sole responsibibility of the Operating Agent.

*(b)* Each Contracting Party may schedule visits by its personnel to the Esslingen and Wiehl facilities (and any other locations where Project activities are conducted) during the period of this Agreement to familiarize themselves with the Esslingen and Wiehl Building Complexes and to monitor the operation of the Project. Each such visit shall be notified in advance to the Operating Agent. The Contracting Party whose personnel make such visits shall bear all costs of such visits.

### *Article 5*

## FINANCE

*(a)* The Ministry represents that it has expended more than 12.5 million DM to construct the Wiehl Large-Scale Experimental Plant and to provide the large heat pump installation at the Esslingen project. Additionally, under the experimental programme planned by the Ministry, approximately 1 million DM will be expended for instrumentation and data acquisition systems and an additional 1 million DM per year will be expended for salaries of project technical personnel and test set up and modification work. In consideration of these investments by the German side, the total funding support partici-

pation of the United States Energy Research and Development Administration (the "U.S. ERDA") for the duration of the Programme shall consist of an overall cash contribution of $240,000. The contribution of each Contracting Party to any additional joint experiments, which shall be funded in common, shall be agreed by the Joint Working Party.

*(b)* The aforementioned cash contribution of U.S. ERDA shall be made in U.S. dollars, and shall be due and payable within 90 days after the date on which the Joint Working Party, pursuant to Article 3 *(c)*, adopts Annex I hereto. The contribution shall be paid to ETS. Such contribution shall be carried on the books of the Operating Agent as part of the Project Budget, shall be solely for use in the Programme, and shall be used by the Operating Agent for no other purpose.

*(c)* Subject to the Project Budget and to the overall direction of the Joint Working Party, budget planning and financial management of the Project shall be the responsibility of the Operating Agent. Notwithstanding the foregoing

(1) The Operating Agent shall, in maintaining books and records covering operation of the Project, employ a system of accounts in accordance with accounting principles generally accepted in the Federal Republic of Germany;

(2) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Project. All such records shall be maintained for at least three years from the date of termination of the Project;

(3) Each Contracting Party shall have the right, at its sole cost and discretion, to audit the accounts of the Project to assure that its contribution thereto has been utilized in accordance with this Agreement. No Contracting Party shall be entitled to conduct more than one such audit in any calendar year;

(4) The Operating Agent shall pay all taxes and similar impositions imposed by national or local governments and incurred by it in connection with the Project.

*(d)* Each Contracting Party shall bear all costs of its participation in the Project other than the common costs funded by the Project Budget.

### *Article 6*

### PROCUREMENT PROCEDURES

*(a)* The Operating Agent shall have power to enter into agreements for the appointment of consultants, construction of plant and procurement of materials in the

interest of the Project provided that such agreements are allowed for in the Project Budget and by the provisions of this Agreement.

*(b)* The Operating Agent shall procure quotations and tenders, and let and administer all agreements for the construction of plant or procurement of materials in accordance with the Ministry's document "BewGr - DMBW", issued on 1st September, 1972.

### *Article 7*

### INFORMATION AND INTELLECTUAL PROPERTY

*(a)* The publication, distribution, handling, protection and ownership of information and intellectual property arising from the additional joint experiments shall be determined by the Joint Working Party in conformity with this Agreement.

*(b)* Subject only to restriction applying to patents and copyrights, the Contracting Parties shall have the right to publish all information provided to or arising from additional joint experiments except proprietary information. Proprietary information shall not be accepted for or utilized in additional joint experiments without express approval of the Joint Working Party, except for proprietary information associated with the Esslingen and Wiehl Programmes.

For the purposes of this Article, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; or

(3) Is not already in the possession of the recipient Contracting Parties without obligation concerning its confidentiality.

The Operating Agent and the Contracting Parties shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information.

*(c)* The Operating Agent shall provide the reports listed in Annex II and reports of all work performed and information developed under additional joint experiments without restriction to each Contracting Party. Each Contracting Party shall be entitled to the following additional information:

(1) Information related to the Esslingen and Wiehl Programmes which has not been held confidential by ETS and the FRG, without restriction; and

(2) Proprietary information related to the Esslingen and Wiehl Programmes for use only in relation to each Contracting Party's research and development programmes.

*(d)* ETS shall license proprietary information related to the Esslingen and Wiehl Programmes and which has been utilized in the Project:

(1) Royalty-free to the Government of each Contracting Party for governmental use in its country only; and

(2) On reasonable terms and conditions to the Contracting Parties, their Governments and nationals of their countries designated by the Contracting Parties for use in all countries.

*(e)* Each Contracting Party agrees to license, on reasonable terms and conditions, all patents owned or controlled by it which are useful in practising the results of the Project and have been utilized in the Project, to the Contracting Parties, their Governments and the nationals of their countries designated by the Contracting Parties for use in all countries.

*(f)* Patents owned or controlled, in whole or in part, by parties other than Contracting Parties may be procured by or licensed to the Operating Agent for use in additional joint experiments only with express approval of and under terms and conditions stipulated by the Joint Working Party.

*(g)* Inventions made or conceived in the course of or under the Project (arising inventions) shall be identified promptly and reported by the Operating Agent along with a recommendation of the countries in which patent applications should be filed. The Joint Working Party shall establish procedures for processing such recommendations to determine where and when patent applications will be filed at the expense of the Project.

Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Operating Agent or the Contracting Parties until a patent application has been filed in any of the countries of the Contracting Parties, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Operating Agent to appropriately mark Project reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

*(h)* Except as otherwise agreed upon by the Contracting Parties for additional joint experiments, patents obtained on inventions arising from the Project shall be owned by:

(1) Each Contracting Party in its own country, subject to a nonexclusive, irrevocable, royalty-free licence to the other Contracting Parties and their Governments, and on reasonable terms and conditions to the nationals of their countries designated by the Contracting Party; and

(2) ETS in all other countries, subject to a nonexclusive, irrevocable, royalty-free licence to the other Contracting Parties and their Governments, and

on reasonable terms and conditions to the nationals of their countries designated by the Contracting Party.

*(i)* The Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Project. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Contracting Parties, provided, however, that the Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

*(j)* Each Contracting Party and the Operating Agent will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Contracting Party will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

*(k)* The Joint Working Party may establish guidelines to determine what constitutes a "national" of a Contracting Party. Disputes that cannot be settled by the Joint Working Party shall be settled under Article 9 *(d)*.

## *Article 8*

## LEGAL RESPONSIBILITY AND INSURANCE

*(a)* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the Project is conducted in accordance with all relevant laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, oosts and expenses connected therewith, shall be borne by the Project Budget.

*(b)* The Operating Agent shall carry such liability, fire and other insurance as the Joint Working Party may direct. The cost of obtaining and maintaining insurance shall be charged to the Project Budget.

*(c)* The Operating Agent shall be liable in its capacity of Operating Agent to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain any such insurance as it is required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

*(d)* The obligations of each of the Contracting Parties (other than any obligations to make payment of any monies as hereinbefore provided) shall be suspended for any

period during which such Contracting Party is prevented or substantially hindered from complying therewith in whole or part by any cause beyond its control including, but not limited to, acts of God, unavoidable accidents, laws, rules, regulations or orders or any national, state, governmental or local authority, acts of war or conditions arising out of or attributable to war, strikes, lockouts or other disputes with workpeople, shortages of materials, equipment or labour or shortages of or delays in transportation; the Contracting Party so prevented or hindered shall give notice to the other Contracting Parties promptly after the start and finish of such prevention or hindrance.

### *Article 9*

### LEGISLATIVE PROVISIONS

*(a)* Each Contracting Party shall, within the framework of the applicable, existing legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to operate the Project.

*(b)* The participation of each Contracting Party in the Project shall be subject to the appropriation of funds by the appropriate governmental authority and to the laws and regulations applicable to the Contracting Party, including but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit government contracts, and upon any share of such contracts accruing to governmental officials.

*(c)* The Project shall in its operations take account of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the Agency, and any modification thereto as well as other decisions of the Governing Board in that field. The termination or modification of those Guiding Principles shall not affect this Agreement and this Agreement shall continue in force in accordance with its terms.

*(d)* Prior to submitting any dispute to a court of competent jurisdiction, the Contracting Parties shall attempt to settle such dispute by negotiation or other agreed mode of settlement. It is anticipated that any law proceedings will normally take place at Essen, Federal Republic of Germany; however, nothing shall preclude a Contracting Party from submitting any dispute to any court of competent jurisdiction.

*(e)* Any Contracting Party may request permission to provide specialized equipment or materials for testing in the facilities at Wiehl and Esslingen. Such requests shall be made to the Joint Working Party which shall establish the terms and conditions (including charges) to be applicable to such tests. Any charges received as a result of such tests shall be credited to the Project Budget.

### *Article 10*

## ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

*(a)* Participation in the Project as a Contracting Party shall be open at all times to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity designated by such government) which requests participation in the Project, signs this Agreement and assumes the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption of consequential amendments to this Agreement.

*(b)* The governments of other Members of the Organisation for Economic Co-operation and Development may, on the proposal of the Joint Working Party, be invited by the Governing Board of the Agency to participate in the Project by signing this Agreement, and to assume the rights and obligations of a Contracting Party (or to designate a national agency, public corporation, private corporation, company or other entity to do so). Such participation shall be effective upon the adoption of consequential amendments to this Agreement.

*(c)* The European Communities may take part in the Project in accordance with arrangements to be made with the Joint Working Party. Such participation shall be effective upon the adoption of consequential amendments of this Agreement.

*(d)* It shall be a condition of admission of any new Contracting Party under Articles 10 *(a)* or 10 *(b)* above or participation under Article 10 *(c)* above that the Contracting Party shall contribute in accordance with rules laid down by the Joint Working Party, an appropriate proportion of the expenditure of the Project prior to the date of such admission.

*(e)* Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Joint Working Party. The withdrawal of any Party shall not affect the rights and obligations of the Contracting Parties under Article 7. A withdrawing Contracting Party shall notify the Agency of its withdrawal.

### *Article 11*

## REDUCTION OF PROGRAMME

In the event that the Programme described in Annex I for the entire five-year period (or any part thereof) is substantially reduced in scope by the ETS (or at the direction of the Ministry), the Contracting Parties shall negotiate with a view to determining whether the cash contribution made by the U.S. ERDA hereunder should be refunded in whole or in part, in accordance with the principle that the aforesaid cash contribution represents an expectation on the part of the U.S. ERDA that the full Programme as contemplated in Annex I shall be performed.

### *Article 12*

### FINAL PROVISIONS

*(a)* This Agreement shall remain in force for an initial period of five years from the date hereof and shall continue in force thereafter if the Contracting Parties so decide. If the Contracting Parties enter into a comprehensive Implementing Agreement covering a number of tasks in the field of energy conservation research and development, they will endeavour to include the present Project in such Implementing Agreement.

*(b)* The Operating Agent may in addition to the provisions laid down in Article 2 *(c)* and 6 *(a)* enter into agreements in the interest of the Project in accordance with rules laid down by the Joint Working Party. Such agreements may provide for exchanges of information, scientific and technical personnel, associated with the work of the Project and other matters agreed by the Joint Working Party.

*(c)* Nothing in this Agreement shall be regarded as constituting a partnership between the Contracting Parties or any of them.

*(d)* Any notice or information required to be served or given to a Contracting Party under this Agreement shall be addressed to the designated representative of the Contracting Party nominated to the Joint Working Party and if sent by first class telex or cable shall be deemed to be duly given 24 hours after being dispatched.

*(e)* Subject to the provisions of Article 7, all assets of the Project shall, except as contemplated in Article 9 *(e)*, be owned by the Operating Agent and shall be retained by the Operating Agent upon termination of this Agreement.

*(f)* This Agreement may be amended at any time by the Contracting Parties. Such amendments shall come into force in a manner determined by the Contracting Parties.

*(g)* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Bonn, this 28th day of June, 1976.

| | |
|---|---|
| For the Energietechnik GmbH<br>Studiengesellschaft für<br>Energieumwandlung-<br>Fortleitung und-Anwendung<br>(proposed by the Federal Republic of Germany): | Meysenburg<br>Stoy |
| For the Energy Research and<br>Development Administration<br>for and on behalf of the Government of<br>the United States of America: | Frank E. Cash, Jr. |

## ANNEX I

## WIEHL AND ESSLINGEN TEST FACILITIES

THE WORK STATEMENT[1] INCLUDED HEREIN CONSTITUTES ANNEX I TO THE AGREEMENT ENTITLED "IMPLEMENTING AGREEMENT FOR THE ESTABLISHMENT OF A PROJECT DEMONSTRATING ENERGY CONSERVATION APPLICATIONS TO BUILDING COMPLEXION" WHICH WAS EXECUTED IN BONN, FRG ON THE 28 JUNE 1976. THAT AGREEMENT SPECIFIED THE REQUIREMENT THAT AN ANNEX DESCRIBING THE DETAILED WORK PLAN BE DEVELOPED AND INCORPORATED AS PART OF THE AGREEMENT.

THE AGREEMENT FURTHER SPECIFIED THAT THE CONTRACTING PARTIES ESTABLISH A JOINT WORKING PARTY FOR THE MANAGEMENT OF THE AGREEMENT.

THE JOINT WORKING PARTY HAS BEEN ESTABLISHED AS FOLLOWS:

| | |
|---|---|
| FOR THE ENERGIETECNIK GMBH : | DR. HELMUT KLEIN<br>FEDERAL MINISTRY OF<br>RESEARCH AND TECHNOLOGY |
| FOR THE UNITED STATES OF AMERICA: | MR. GERALD S. LEIGHTON<br>ENERGY RESEARCH & DEVELOPMENT ADMINISTRATION |

| | |
|---|---|
| FOR THE ENERGIETECNIK GMBH<br>STUDIENGESELLSCHAFT FÜR<br>ENERGIEUMWANDLUNG -FORT-<br>LEITUNG UND -ANWENDUNG<br>(proposed by the Federal<br>Republic of Germany): | FOR THE ENERGY RESEARCH AND<br>DEVELOPMENT ADMINISTRATION<br>for and on behalf of the<br>Government of the<br>United States of America: |
| Helmut Meysenburg | Gerald S. Leighton |
| HELMUT MEYSENBURG<br>23-8-76 | GERALD S. LEIGHTON<br>Aug. 23, 1976 |

---

[1] Not printed.

## ANNEX II

The following deliverables should be supplied to the Contracting Parties by the Operating Agent:

(a) *Wiehl Large-Scale Experimental Plant*

(1) Preliminary report of winter operating season—due in January of each year;

(2) Full report of winter operating season—due in May of each year;

(3) Preliminary report of summer operating season—due in July of each year;

(4) Full report of summer operating season—due in October of each year.

(b) *Esslingen Project*

(1) Semi-annual report of evaluation of Joint Project operations for the periods of 1st July through 31st December—due in January of each year.

(2) Semi-annual report of evaluation of Joint Project operations for the periods of 1st January through 30th June, and of 1st July through 30th June—due in July of each year.

# FEDERAL REPUBLIC OF GERMANY

## Energy: Coal Hydrogenation Technology

*Memorandum of understanding signed at Bonn October 7, 1977;*
*Entered into force October 7, 1977.*

INTERNATIONAL ENERGY AGENCY

# MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE FEDERAL MINISTRY
FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY
ON
NATIONAL PLANNING CO-ORDINATION
IN THE FIELD OF COAL HYDROGENATION
TECHNOLOGY

THE UNITED STATES DEPARTMENT OF ENERGY (DOE) AND THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY (BMFT) OF THE FEDERAL REPUBLIC OF GERMANY (THE "PARTIES"),

CONSIDERING that the DOE and BMFT have developed capabilities in the field of coal hydrogenation of mutual interest, including the planning, construction and operation of a prototype test plant with a capacity of at least five tons of coal throughput per day;

DESIRING to further the development of coal hydrogenation technology in their respective countries by means of co-operative actions;

RECOGNIZING the advantages of sharing information derived from respective experiences and capabilities in planning their national programmes in coal hydrogenation technology;

DESIRING to develop national research, development and demonstration activities which are mutually supportive and complementary;

NOTING the desirability of extending this co-operation by an agreement within the scope of the research and development programme of the International Energy Agency in the field of coal technology;

AGREE as follows:

## FORM OF CO-OPERATION

1. The Parties will exchange information in conformity with paragraphs 7 and 8 below on ongoing and planned national activities in the field of coal hydrogenation, including:

*(a)* Planning documents, incorporating details on the technical scope, timing and projected funding levels of individual projects and programmes;

*(b)* Technical reports and data on current and past research developments which are relevant to future planning;

*(c)* Additional information as may be agreed between the Parties.

Information exchanged shall include sufficient detail to permit each Party, should it so desire, to adjust its national research, development and demonstration programmes to take account of activities planned by the other Party.

2. This co-operation may be extended to include exchange of personnel, exchange of coals for testing in the plants of either Party, and joint projects in the field of coal liquefaction technology by mutual agreement of the Parties, in which cases separate agreements shall be concluded which shall specify details regarding the scope, conduct, liability, information and intellectual property and financing of such co-operation.

## IMPLEMENTATION OF THE CO-OPERATION

3. Implementation of the co-operation shall be the responsibility of a Joint Co-ordinating Committee, which shall be composed of programme directors and staff representing each Party, and which shall meet semi-annually, alternately in the United States and the Federal Republic of Germany. The first meeting of the Joint Co-ordinating Committee shall be hosted by the DOE in Washington, D.C. approximately forty-five days after the signing of this Memorandum of Understanding. A representative of the International Energy Agency may attend meetings of the Joint Co-ordinating Committee and its subsidiary bodies in an advisory capacity.

4. The Joint Co-ordinating Committee may identify, plan and implement workshops for exchange of information on specific areas of coal hydrogenation technology of technical interest.

5. By mutual consent of the Parties, the Joint Co-ordinating Committee may unanimously agree upon additional measures necessary or useful for advancing the co-operation.

6. In order to facilitate communications and arrangements under this Memorandum of Understanding, each Party shall designate a co-ordinator to serve as the principal point of contact with the other Party. Such designation should be made no later than thirty days after the date this Memorandum enters into force.

## GENERAL PROVISIONS

7. No provision is made for the allocation of rights to intellectual property or the protection of proprietary information. With regard to other specific forms of co-operation, including exchanges of proprietary information, personnel, materials, instruments and equipment for special joint research projects, not contemplated by paragraph 1 above, the Parties will provide for appropriate distribution of rights to inventions resulting from such co-operation and the protection of proprietary information. In general, however, each Party should normally determine the rights to inventions and discoveries in its own country, and the rights to inventions and discoveries in other countries should be agreed upon by the Parties on an equitable basis.

8. Information exchanged shall not be made public without the consent of the transmitting Party, except as may be required by the laws of the recipient Party.

9. The application or use of any information exchanged or transferred under this Memorandum of Understanding shall be the responsibility of the recipient Party, and the transmitting Party does not warrant the suitability, completeness, or accuracy of such information for any particular use or application.

10. Each Party shall bear the costs of its own participation under this Memorandum of Understanding.

11. Co-operation under this Memorandum of Understanding shall accord with the applicable laws and regulations of the Parties and the appropriation of funds by the appropriate governmental authorities.

12. This Memorandum of Understanding shall remain in force for an initial period of one year from the date of signature and shall continue in force thereafter unless and until the Parties, by mutual agreement, decide upon its termination.

13. A copy of this Memorandum of Understanding shall be deposited with the Executive Director of the International Energy Agency, in recognition of that Agency's interest in international co-operation in research and development in the field of coal technology.

Signed in Bonn, this 7th day of October, 1977.

For the UNITED STATES
DEPARTMENT OF ENERGY:

James R. Schlesinger [1]

For the FEDERAL MINISTRY
FOR RESEARCH AND TECHNOLOGY
of the FEDERAL REPUBLIC OF GERMANY:

Hans Matthöfer [2]

---

[1] James R. Schlesinger.

[2] Hans Matthöfer.

# MULTILATERAL

## Energy: Research, Development and Demonstration on Conservation in the Pulp and Paper Industry

*Implementing agreement done at Paris February 18, 1981;*
*Entered into force February 18, 1981.*

INTERNATIONAL ENERGY AGENCY

# IMPLEMENTING AGREEMENT

## FOR A PROGRAMME OF RESEARCH, DEVELOPMENT AND DEMONSTRATION ON ENERGY CONSERVATION IN THE PULP AND PAPER INDUSTRY

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to take part in the establishment and operation of a continued Programme of Research, Development and Demonstration on Energy Conservation in the Pulp and Paper Industry (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency Countries and the governments of Agency Countries which have designated Contracting Parties (referred to collectively as the "Governments") have agreed in Article 41 of the Agreement on an International Energy Program[1](the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development;

CONSIDERING that in the Governing Board of the Agency on 15th/16th March, 1977, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation in the pulp and paper industry;

HAVE AGREED as follows:

---

[1] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

### *Article 1*

## OBJECTIVES

*(a)* *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation in the pulp and paper industry.

*(b)* *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

*(c)* *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of energy conservation in the pulp and paper industry.

### *Article 2*

## IDENTIFICATION AND INITIATION OF TASKS

*(a)* *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

*(b)* *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3(e)(2) hereof; the approved draft Annex shall become

part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph (a) above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

*(c)* *Application of Task Annexes.* Each Annex shall be binding upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

### *Article 3*

## THE EXECUTIVE COMMITTEE

*(a)* *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

*(b)* *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

*(c)* *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative Programme of Work and Budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

*(d)* *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

*(e)* *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

*(i)* When unanimity is required under this Agreement by agreement of those members or alternate members which were designated by the Participants in the Task and which are present and voting;

*(ii)* When no express voting provision is made in this Agreement by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which the Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

*(f)* *Reports.* The Executive Committee shall, by 31st January each year, provide the Agency with reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

### *Article 4*

## THE OPERATING AGENTS

*(a)* *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

*(b)* *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

*(c)* *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

*(d)* *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

*(e)* *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.

*(f)* *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

*(g)* *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph (d) or (e) above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

*(h)* *Information and Report.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

## *Article 5*

## ADMINISTRATION AND STAFF

*(a)* *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

*(b)* *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6(f)(6) hereof.

## *Article 6*

## FINANCE

*(a)* *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (g) below.

*(b)* *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

*(c)* *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

*(d)* *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of the Task.

*(e)* *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

*(f)* *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative Programme of Work and Budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

best copy available

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

*(g)* *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

*(h)* *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the cost of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

*(i)* *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

*(j)* *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

### *Article 7*

### INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

### *Article 8*

### LEGAL RESPONSIBILITY AND INSURANCE

*(a)* *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

*(b)* *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

*(c)* *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

---

[1] TIAS 8229; 27 UST 252.

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph (b) above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

### *Article 9*

### LEGISLATIVE PROVISIONS

*(a)* *Accomplishment of Formalities*. Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

*(b)* *Applicable Laws*. In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

*(c)* *Decisions of Agency Governing Board*. Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

*(d)* *Settlement of Disputes*. Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

### *Article 10*

### ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

*(a)* *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

*(b)* *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph (a) above.

*(c)* *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

*(d)* *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

*(e)* *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

*(f)* *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

*(g)* *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a

Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

*(h)* *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (g) above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

*(i)* *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

### *Article 11*

### FINAL PROVISIONS

*(a)* *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

*(b)* *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

*(c)* *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in

proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9(d) hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

*(d)* *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

*(e)* *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 18th day of February, 1981.

For the GOVERNMENT OF BELGIUM: J.Robinet

For the PULP AND PAPER RESEARCH INSTITUTE OF CANADA
(designated by the Government of Canada): Randolph Gherson

For the JAPAN PAPER ASSOCIATION
(designated by the Government of Japan): Keizo Katagi

For the NIJVERHEIDSORGANISATIE T.N.O.
(NETHERLANDS)
(designated by the Government of the Netherlands): J.A. Knobbout

For the NEW ZEALAND ENERGY RESEARCH
AND DEVELOPMENT COMMITTEE
(designated by the Government of New Zealand): J.V. Scott

For the NORWEGIAN PULP AND PAPER RESEARCH INSTITUTE
(designated by the Government of Norway): Jens Boyesen

For the CENTRO DE ESTUDIOS DE LA ENERGÍA
(designated by the Government of Spain): Tomás Chavarri

For the NATIONAL SWEDISH BOARD FOR
TECHNICAL DEVELOPMENT (STU)
(designated by the Government of Sweden): Hans Colliander

For the British Paper and Board Industry Federation (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): Alan G. Marriott

For the Department of Energy for and on behalf of the Government of the United States of America: Robert G. Morris

## *ANNEX I*

## INCREASING THE THERMAL EFFICIENCY OF THE KRAFT RECOVERY BOILER

### 1. *Background*

For economic and environmental reasons, burning concentrated spent liquor from kraft production in a recovery boiler in order to produce steam, and sometimes electricity, is a normal practice in kraft pulp mills. At present, however, the dry-solids content of spent liquor burned in recovery boilers is no higher than approximately 65 per cent. There appear to be two factors that limit concentrations to this level: (a) using present methods, considerably larger expenditures of energy would be required to produce concentrations over about 65 per cent; (b) because concentrations of liquor higher than about 65 per cent have not been available, recovery boilers to deal with the potential problems resulting from high viscosity have not been developed.

This limitation of dry-solids content results in a decrease in the energy available for steam generation, since part of the energy produced is used to vaporize the water. Burning higher concentrations of kraft liquor will, therefore, result in an increase of energy available for productive use and, hence, contribute to energy conservation.

### 2. *Objectives*

The objective of this Task is to increase the thermal efficiency of the overall spent liquor recovery system in demonstration projects.

### 3. *Means*

The Participants will carry out a task-sharing project by investigating methods of obtaining concentrated waste liquors that have a dry-solids content above about 65 per cent and are suitable for burning in a recovery boiler.

### 4. *Work Distribution and Responsibilities of Participants*

*Subtask 1: Investigating methods of obtaining high-concentration spent liquor*

Contribution from Sweden.

*(a)* *Objective.* The objective of this Subtask is to investigate and prepare an industrial process to produce high-concentration spent kraft liquor for use in recovery boilers.

*(b)* *Means*. The scope of the work to be accomplished will include several theoretical and experimental investigations. It is set out in the following steps:

STEP 1: Identify technical processes for evaporating kraft black liquor to a solids content higher than 65 per cent;

STEP 2:
- Conduct technical evaluations of processes selected in Step 1;
- Investigate processing problems and evaluate possible technical problems in handling and burning such concentrated liquor;
- Investigate material balance of the evaporation processes and of the complete mill;
- Investigate energy balance of the evaporation processes and of the complete mill;

STEP 3: Conduct economic evaluation of processes selected in Step 1;

STEP 4: Select the one or two most technically and economically feasible evaporation processes; prepare preliminary designs and estimate the cost of building appropriate pilot plants.

*(c)* *Expected Results*. The result of Subtask I will be a comprehensive report of the work carried out under the four Steps above, covering :
- Review of the technical process for evaporating kraft black liquor to a dry-solids content higher than 65 per cent;
- Technical and economic evaluations of all the processes;
- Descriptions of the criteria used to select processes for pilot-plant testing;
- Preliminary description and design of the pilot plant.

*(d)* *Time Schedule*. The duration of the Subtask shall be 24 months. It may be extended by the Executive Committee, acting by unanimity.

*(e)* *Funding*. The Swedish Participant will bear all costs it incurs in carrying out this Subtask, including costs of materials, testing, transport, reporting and travel expenses of representatives. The Subtask is expected to cost 600,000 Swedish Kroner at July, 1979 price levels.

*(f)* *Follow-up*. When the results of the first four Steps have been reported, the Participants will decide whether experiments on a pilot-plant scale will be undertaken as described below. The possibility of jointly funding this second phase will also be considered at this time. Any such activities shall take the form of additional Task Annexes to this Agreement.

STEP 1: Design and construct the pilot plant(s) for the process(es) selected in Step 4 above;

STEP 2: Operate the pilot plant(s) and evaluate the results from a technical and economic standpoint;

STEP 3: Propose a commercial-sized design for the evaluation process(es) that incorporates the results of the pilot-plant evaluation.

The result of the potentially extended Subtask 1 would be a proposed design for a commercial-sized process, with associated technical and economic support.

*Subtask 2. Investigating freeze-crystallization techniques for black liquor*

Contribution from the United States.

*(a) Objective.* The objective of this Subtask is to investigate a freezing-concentration process.

*(b) Means.* The scope of the work to be accomplished is set out in the following Steps:

STEP 1: Select the freeze-concentration process to be applied in an integrated mill. The process will use low-level waste heat as the energy source;

STEP 2: Develop test data to characterize various black liquors;

STEP 3: Design and fabricate a mini-test system. The system envisioned will have a capacity of 500 to 1,000 gallons per day. It will be operated with various types of black liquors to determine operating characteristics, including tall-oil separation, economics of operation and energy savings;

STEP 4. Test the mini-plant system;

STEP 5: Scale-up preliminary design and cost information for a pulp and paper mill application.

*(c) Expected Results.* The expected result of the Subtask would be a comprehensive report of the first five Steps above covering:

- Selection of an optimum process for freeze-concentrating black liquor;
- Determination of the economics and energy conservation associated with freeze concentration, as compared to the present evaporator technology;
- Calculation of preliminary design and costs involved in applying the freeze-concentration process.

*(d) Time Schedule.* The duration of this Task shall be 24 months, but it may be extended by the Executive Committee, acting by unanimity.

(e) *Funding*. The project is expected to cost $1 million at July, 1979 price levels. The U.S. Participant will bear all costs it incurs in carrying out this Subtask, including costs of materials, testing, transport, reporting and travel expenses of representatives.

(f) *Follow-up*. When the results of the first five Steps have been reported, the Participants will decide whether a pilot-plant system shall be developed as described below. The possibility of jointly funding this second phase will also be considered at this time. Any such activities shall take the form of additional Task Annexes to this Agreement.

STEP 1: Design, fabricate and install a freeze-concentration system in a mill application;

STEP 2: Operate and test the system under varying mill conditions;

STEP 3: Prepare a technical report on operation results, including operating cost, energy savings, reliability, economic benefit, etc;

STEP 4: Disseminate results to the industry.

The result of the potentially extended Subtask will be a comprehensive report on a freezing-concentration process, also covering the demonstration of potential for tall-oil and volatiles recovery.

### 5. *Special Responsibilities of the Operating Agent*

The Operating Agent shall be responsible for the overall administrative management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end, the Operating Agent shall:

(a) Prepare and submit for approval to the Executive Committee not later than one month after the adoption of this Annex a detailed Programme of Work and Budget;

(b) Report to the Executive Committee on the results and progress of work under the Annex, at least semi-annually.

### 6. *Funding*

The cost for the work to be carried out under this Annex will be funded by the Participants as indicated in Paragraph 4. In addition, the Operating Agent will bear all costs it incurs in carrying out its responsibilities under this Annex.

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 24 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extensions shall apply only to Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

The National Swedish Board for Technical Development (STU).

9. *Information and Intellectual Property*

(a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) *Right to Publish.* Subject only to the patents and copyright restrictions of this Annex, the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(c) *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), that is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participants without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

*(e)* *Reports on Programme Work.* Reports containing arising information and pre-existing information necessary for and used in each Subtask, including proprietary information, shall be provided to each Participant by the Participants performing the Subtask. It shall be the responsibility of each Participant to identify information which qualifies as proprietary information under this Annex and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under this Annex and results thereof (arising information), excluding proprietary information, to the Executive Committee.

*(f)* *Licensing of Proprietary Information.* Each Participant agrees to license all pre-existing proprietary information necessary for and used in its work in the Task and which it owns or controls and arising proprietary information to the other Participants, their governments, and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all other countries.

*(g)* *Arising Inventions.* Inventions made or conceived in the course of or under the Task (arising inventions) shall be owned in all countries by the inventing Participant. Information regarding inventions on which patent protection is to be obtained by the Participant shall not be published or publicly disclosed by the other Participants until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Participant to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

*(h)* *Licensing of Inventions.* Each Participant agrees to license all arising inventions and all pre-existing inventions necessary for and used in the Task to the other Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries.

*(i)* *Copyright.* The Operating Agent or each Participant for its own Subtask results may take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of that Participant or the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

*(j)* *Inventors and Authors.* Each Participant shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

*(k)* *Determination of "National".* The Participants may establish guidelines to determine what constitutes a "national" of a Participant.

10. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Swedish Board for Technical Development (STU),

The Department of Energy (United States).

*ANNEX II*

## DEVELOPING AN ENERGY ACCOUNTING METHOD FOR THE PULP AND PAPER INDUSTRY

### 1. *Background*

In order to compare the relative energy efficiency of products and processes, it is necessary to collect and process statistical data on energy consumption and production. Because of different starting points and assumptions in the energy accounting systems of different countries, industries, institutions, and individuals, it is difficult to make meaningful comparisons and draw valuable conclusions about data presented by industry officials and international specialists. In the absence of generally accepted rules, such energy comparisons are often meaningless. This lack of comparability precludes accurate evaluation of existing energy conservation strategies and the development of new ones.

### 2. *Objectives*

The objectives of this Task are:

- To develop a uniform, internationally-accepted method of measuring and calculating energy usage in the pulp and paper industry at the process department and mill levels;
- To establish a uniform method of measuring and calculating the energy content of any given paper and paperboard products. This method will define the energy content of the materials, equipment, and transportation used to manufacture and deliver a given product.

### 3. *Means*

The Participants will undertake a co-ordinated effort involving the approach and Steps described in paragraph 4 below.

### 4. *Work Distribution and Responsibilities of the Participants*

The work performed under this Annex will be based on that of a Swedish study of energy accounting carried out in 1978. It will consist of the following Steps:

STEP 1: Translate the above-mentioned Swedish study into English and send it to all Participants (This Step will be the responsibility of the Swedish Participant.);

STEP 2: Review the study and make specific suggestions for improving and extending the methodology (All Participants other than the Swedish Participant will be responsible for carrying out this Step.);

STEP 3: Develop a draft methodology that incorporates the comments of Participants (The Swedish Participant will be responsible for executing this Step.);

STEP 4: Test and refine the draft methodology developed under Step 3 in the pulp and paper industries of the Participating Countries;

STEP 5: Prepare and distribute a final report that incorporates the work of Step 4. (The Swedish Participant will be responsible for the final report.)

5. *Special Responsibilities of Operating Agent*

In addition to the responsibilities outlined in paragraph 4 above, the Operating Agent shall be responsible for the overall management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end, the Operating Agent shall:

*(a)* Prepare and submit for approval to the Executive Committee not later than one month after the adoption of this Annex a detailed Programme of Work and Budget;

*(b)* Report to the Executive Committee on the results and progress of work, at least semi-annually;

*(c)* Maintain cost records for the common funds and submit an accounting statement to all Participants at the end of each Step; this statement shall include an estimate of the costs to be incurred in succeeding Steps.

6. *Funding*

(a) The Participants agree to establish a common fund to finance the work under Steps 1, 3 and 5 as specified in paragraph 4 above.

*(b)* The expenditures covered by the common fund shall be borne in shares as mentioned in sub-paragraph (e) below by the Participants, and shall not exceed 435,000 Swedish Kroner at July, 1979 price levels. The Executive Committee, acting by unanimity, may agree to increase the level of expenditure.

*(c)* Each Participant shall bear directly all the costs not covered by the common fund which it incurs in carrying out this Task.

*(d)* The Executive Committee, acting by unanimity, shall adjust Participants' contributions at half-yearly intervals to take account of changing price levels and to ensure that the necessary real resources will continue to be available to conduct the work called for. If significant changes in price levels occur, the Executive Committee, acting by unanimity, shall decide whether to adjust the Programme of Work to the available funds or to increase the Budget.

Table 1

*(e)* Participants' Contributions to the Common Fund (in SKr thousands)

| | |
|---|---|
| Belgium | 29 |
| Japan | 116 |
| Netherlands | 29 |
| New Zealand | 29 |
| Norway | 29 |
| Spain | 29 |
| Sweden | 29 |
| United Kingdom | 58 |
| United States | 116 |
| Total | 464 |

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 24 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extension shall apply only to Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

The National Swedish Board for Technical Development (STU).

9. *Information and Intellectual Property*

*(a)* *Executive Committee Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

*(c)* *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), that is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d) Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

*(e) Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information and information developed independently of the Annex, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f) Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g) Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information known to the Participant that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting unanimously, decide to acquire such information.

*(h) Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results

thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

*(i)* *Copyright.* The Operating Agent may take appropriate measures necessary to protect copyrightable materials generated under this Task. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

*(j)* *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

### 10. *Results*

The result of this Annex shall be a comprehensive report in two parts. The first will contain a general, internationally-accepted, methodology of measuring and calculating energy usage in the pulp and paper industry at the process, department and mill level. The second part of the report will consist of a uniform, internationally-accepted method of measuring and calculating the energy content of particular products; clearly understandable accounting rules for employing the second method will also be included.

### 11. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The Government of Belgium,

The Japan Paper Association,

Nijverheidsorganisatie T.N.O. (Netherlands),

New Zealand Energy Research and Development Committee,

The Norwegian Pulp and Paper Research Institute,

Centro de Estudios de la Energía (Spain),

The National Swedish Board for Technical Development (STU),

The British Paper and Board Industry Federation,

The Department of Energy (United States of America).

## *ANNEX III*

## IMPROVING ENERGY CONSERVATION IN MECHANICAL DEFIBRATION, BEATING AND WATER REMOVAL

### 1. *Background*

The three most energy-intensive processes in the pulp and paper industry are wood defibration, which occurs during pulp-making; beating; and water removal.

Among the various processes used for wood defibration, mechanical defibration gives the highest yield of pulp, 95 per cent or more, although it has high electricity requirements (1,500-2,500 KWh/ton of pulp).

The largest energy use in stock preparation, the first step in papermaking, occurs during the beating process. Fibres are first mechanically treated in order to meet the requirements of the final product; then the pulp is diluted with water before the fibres are transported to the paper machine. During water removal, the pulp fibres are formed into a paper web by removing the water.

The remaining water in the sheet is then removed by a mechanical pressing step and, finally, by the application of heat in the drying step. This last step is another of the highly energy-intensive processes in papermaking.

### 2. *Objectives*

The objectives of this Task are:

- To investigate energy-conserving methods, techniques or processes to reduce energy consumption during the mechanical defibration, beating, and water-removal processes of pulp and paper manufacture;
- To exchange information on these methods, techniques and processes.

### 3. *Means*

The Participants in this Task will undertake projects related to the areas described in paragraph 1 on a task-sharing basis and provide the results of their efforts to each other. The Subtasks are described under paragraph 4 below.

### 4. *Work Distribution and Responsibilities of Participants*

*Subtask 1: Investigating the feasibility of microbiological pretreatment of pulpwood to soften it before mechanical treatment.*

Contribution by Sweden.

*(a)* *Objective.* The objective of this Subtask is to assess the feasibility and energy savings of producing mechanical-grade pulp by means of biological pretreatment.

*(b)* *Means.* The scope of the work to be accomplished at the laboratory and pilot-plant level is set out in the following Steps:

STEP 1: Select the mutants to be tested, and develop hyper-productivity of lignin-degrading enzymes;

STEP 2: Select the types of wood to be tested;

STEP 3: Conduct laboratory studies of the impact of mutants on the types of wood selected in terms of:
- Morphological changes in the wood structure;
- Changes in the energy consumption of subsequent pulping and refining processes;
- Quality of the resulting pulp; and
- Environmental aspects of the process.

STEP 4: Prepare recommendations about the next Steps required (e.g., possible pilot plant) and distribute them to the Participants, along with a report on laboratory studies.

*(c)* *Funding.* The Swedish Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately 1,000,000 Swedish Kroner at July, 1979 price levels.

*Subtask 2: Optimizing the wet-pressing process*

Contribution by the United States.

*(a)* *Objective.* The objective of this project is to increase the efficiency of the wet-pressing process through computer simulation.

*(b)* *Means.* The scope of the work to be accomplished through laboratory tests and the development of a computer model that will later be used at the mill level is set out in the following six Steps:

STEP 1: Perform laboratory tests to determine the effect of the compression rate on the compressibility and permeability of pulps. A specially designed compression tester will be developed for these tests;

STEP 2: Formulate a wet-pressing model based on the experimental information developed in Step 1;

STEP 3: Develop a general optimization model based on Step 2;

STEP 4: Run pilot-plant tests to extend the wet-pressing model developed in Step 2 to the situation in which the operation occurs between felts in a roll-type pressing operation;

STEP 5: Perform mill tests to test the model under actual mill conditions;

STEP 6: Refine the optimization model developed in Step 3 to incorporate the pilot- and mill-test data and demonstrate the applicability of the optimization model to specific mill situations.

*(c) Funding*. The United States Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately $1 million at July, 1979 price levels.

*Subtask 3: Reducing energy consumption during the refining of hardwoods*

Contribution by Norway.

*(a) Means.* The scope of the work to be accomplished is set out in the following three Steps:

STEP 1: Investigate the effects of the following methods of pretreating wood before refining:

- (a) Pressure impregnation versus soaking;
- (b) Sulphite and alkali impregnation;
- (c) Power input during the impregnation stage (shredding).

This Step will be carried out with selected softwood and hardwood species;

STEP 2: Analyze the effects of the following refining variables:

- (a) Consistency;
- (b) Temperature;
- (c) Power consumption;
- (d) Use of alkali, sulphite and bleaching chemicals;
- (e) Amount of chemicals used.

The programme will be run with selected hardwood and softwood species in order to establish a relationship between refiner results and different wood parameters;

STEP 3: Determine the effects of different post-treatments. Of particular concern will be the effect of ozone and peroxide at this stage and the combination of two-stage refining with an intermediate chemical treatment. The goal is to determine the best combination of chemical and mechanical fibre treatment that takes account of the restrictions imposed by paper properties and consumes the least energy.

*(b) Scale of Operation.* Most of the work will be done in a pilot-plant 36" double-disk refiner at high or normal temperatures. The impregnation may be done in open vessels or under pressure, and the combination of impregnation and mechanical treatment can also be done in an Impressafiner, where the power input may be 150 KWh/ton.

Certain pulp properties will be evaluated in a wet state, and dry properties will be evaluated by making handsheets. The post-treatment may be done in a pilot ozone reactor, if available, or in the pilot-plant refiner, where bleaching chemicals may be added.

The most promising samples will be run on a pilot-plant paper machine to permit a complete evaluation of printing characteristics.

*(c)* *Funding*. The Norwegian Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately $300,000 at July, 1979 price levels.

*Subtask 4: Improving water removal at paper machine press sections*

Contribution by Canada.

*(a)* *Objective*. To determine, select and demonstrate opportunities to reduce the amount of energy required to remove water during paper manufacture.

*(b)* *Means*.

STEP 1: Review of information.

Review the available information on the performance of the press sections of Canadian paper machines when making various grades of paper.

Mill visits.

Visit approximately 20 mills to make measurements and to perform experiments on the paper machine press sections. Paper machines with either good or poor press performance will be studied first in order to identify the most important reasons for good or poor press operation.
Information will be obtained during these visits on press components, geometry and operating conditions so as to include all important pressing variables. Data will include machine speed, press geometry, roll types, roll crowns, operating press loads, maximum possible press loads, felt types, furnish properties, operating temperatures, vacuum levels, etc.

Assessment of data.

Assess the data to identify the most promising opportunities and to define additional information required, either in pilot machine tests or by supplementary commercial machine measurements;

STEP 2: Pilot machine and laboratory tests:

Perform experiments to reproduce the existing behaviour of specific commercial machines and to demonstrate the effect of proposed modifications on water removal, paper quality and expected energy savings;

STEP 3: Technology transfer.

Identify suitable opportunities and, on selected commercial paper machines, demonstrate the application of recommended technological improvements.

(c) *Funding*. The Canadian Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately 233,000 Canadian dollars at July, 1979 price levels.

5. *Special Responsibilities of Operating Agent*

The Operating Agent shall be responsible for the overall administrative management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end the Operating Agent shall:

- Prepare and submit for approval to the Executive Committee not later than one month from adoption of the Annex a detailed Programme of Work;
- Report to the Executive Committee, at least semi-annually, on the results and the progress of the work performed.

6. *Funding*

The cost for the work to be carried out under this Annex will be funded by the Participants as indicated in paragraph 4 above.

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 36 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extensions shall apply only to those Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

United States Department of Energy.

9. *Information and Intellectual Property*

(a) *Executive Committee's Powers*. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to the patents and copyright restrictions of this Annex to the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

*(c)* *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

*(e)* *Reports on Programme Work.* Reports containing arising information and pre-existing information necessary for and used in each Subtask, including proprietary information, shall be provided to each Participant by the Participant performing the Subtask. It shall be the responsibility of each Participant to identify information which qualifies as proprietary information under this Annex and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under this Annex and results thereof (arising information), excluding proprietary information, to the Executive Committee.

*(f)* *Licensing of Proprietary Information.* Each Participant agrees to license all pre-existing proprietary information necessary for and used in its work in the Task and which it owns or controls and arising proprietary information

to the other Participants, their governments, and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all other countries.

(g) *Arising Inventions.* Inventions made or conceived in the course of or under the Task (arising inventions) shall be owned in all countries by the inventing Participant. Information regarding inventions on which patent protection is to be obtained by the Participant shall not be published or publicly disclosed by the other Participants until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Participant to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(h) *Licensing of Inventions.* Each Participant agrees to license all arising inventions and all pre-existing inventions necessary for and used in the Task to the other Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries.

(i) *Copyright.* The Operating Agent or each Participant for its own Subtask results may take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of that Participant or the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(j) *Inventors and Authors.* Each Participant shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(k) *Determination of "National".* The Participants may establish guidelines to determine what constitutes a "national" of a Participant.

10. *Results*

Participants responsible for the contributions as specified in paragraph 4 above shall prepare and circulate to all Participants comprehensive reports for each of the projects. They shall outline the results in terms of energy conservation for each process surveyed.

11. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The Pulp and Paper Research Institute of Canada,

The Norwegian Pulp and Paper Research Institute,

The National Swedish Board for Technical Development (STU),

The Department of Energy (United States of America).

The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 26th March, 1982

THE LEGAL ADVISOR:

Richard F. Scott

RICHARD F. SCOTT

# ARGENTINA

## Postal: INTELPOST Field Trial

*Memorandum of understanding, with details of implementation, signed at Washington and Buenos Aires August 24, September 16 and October 12, 1982;*
*Entered into force November 1, 1982.*

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE POSTAL ADMINISTRATIONS OF ARGENTINA AND OF THE UNITED STATES OF AMERICA

# CONCERNING THE OPERATION OF THE INTELPOST FIELD TRIAL

## TABLE OF CONTENTS

| ARTICLE | TITLE |
|---|---|
| 1 | Purpose of the Understanding |
| 2 | Definition of Terms |
| 3 | Description of the Service |
| 4 | Charges to be Collected from the Sender |
| 5 | Compensation for Imbalance |
| 6 | Conditions of Acceptance |
| 7 | Transmittal Instruction Sheet |
| 8 | Prohibitions |
| 9 | Treatment of Items Wrongly Accepted |
| 10 | Undeliverable Items |
| 11 | Inquiries |
| 12 | Liability of Administrations |
| 13 | Temporary Suspension and Resumption of the Service |
| 14 | Implementation of the Memorandum of Understanding |
| 15 | Application of the Convention |
| 16 | Amendment |
| 17 | Effective Date and Duration of the Memorandum of Understanding |

The postal administrations of Argentina and the United States of America, desiring to initiate on an experimental basis and in accordance with Article 6 of the Universal Postal Convention[1] a service for the exchange of messages transmitted by electronic means, have agreed as follows:

## ARTICLE 1

## PURPOSE OF THE UNDERSTANDING

A postal service for the electronic transmission of messages, known as INTELPOST, will be provided on an experimental basis between the postal administrations of Argentina and of the United States of America through their designated facilities, in order to assess its long term feasibility and market potential.

---

[1] TIAS 9972; 32 UST 4587.

## ARTICLE 2

## DEFINITION OF TERMS

As used herein the following terms have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations agreeing to this Memorandum of Understanding.
2. Articles and paragraphs - articles and paragraphs of this Memorandum of Understanding.
3. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union and as adopted by the administrations agreeing to this Memorandum of Understanding.
4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union.

5. INTELPOST service (as established by this Memorandum of Understanding) - a postal service which utilizes a digital network to transmit by electronic means messages and documents submitted by customers of either administration for postal delivery to an addressee in the other postal service.

6. INTELPOST Item - an item sent in the INTELPOST service whether in physical or abstract form.

7. References to the regulations of either administration or to its internal legislation are to the legislation or general regulations governing the matter in question which are applicable regardless of the administration of origin.

## ARTICLE 3

## DESCRIPTION OF THE SERVICE

1. Each postal administration offers its customers a basic INTELPOST service. This service consists of the electronic transmission of messages or documents (whether in physical or abstract form) and their physical delivery by the administration of destination either across the counter at an INTELPOST Service Center or in accordance with such procedures for the delivery of international or domestic letter post items as may be established by the administration of destination.
2. Initially, the administrations agree to offer only the basic INTELPOST service, but they may subsequently agree by an exchange of correspondence to provide optional services.

## ARTICLE 4

## CHARGES TO BE COLLECTED FROM THE SENDER

1. Each administration establishes the charges to be collected from its senders for sending items in the service.
2. All charges thus established are fully pre-paid by the sender.
3. INTELPOST items sent by postal administrations in relation to INTELPOST matters are exempt from all charges.

## ARTICLE 5

## COMPENSATION FOR IMBALANCES

During the period of the field trial no payments are made for any imbalance in the basic service. Any agreement to provide optional services may include provisions either for imbalance payments or reimbursement for optional service.

## ARTICLE 6

## CONDITIONS OF ACCEPTANCE

1. Except as provided for in paragraph 2 of this article, in order to be accepted in the INTELPOST service an item must:

   a) be of sufficient quality to ensure satisfactory transmission; and,

   b) be accompanied by the transmittal instruction sheet referred to in Article 7.

2. If an item is tendered for transmission and the sender is advised that it is not likely to reproduce satisfactorily, it will nevertheless be sent:

   a) if the sender so wishes and the other conditions of acceptance are met; and

   b) provided the sender acknowledges that he has been informed that reproduction may be unsatisfactory and that he will refrain from making any claim in that regard against either administration.

## ARTICLE 7

## TRANSMITTAL INSTRUCTION SHEET

1. A transmittal instruction sheet in the form of the specimen annexed to this Memorandum of Understanding as Attachment 1[1] must be completed for each item sent in the INTELPOST service.

2. It must bear the name and complete address of the sender and of the addressee (including postal code). If optional services are agreed upon, the transmittal sheet must also show which such services are requested by the sender.

## ARTICLE 8

## PROHIBITIONS

The provisions of the Universal Postal Convention governing prohibitions are applicable to the contents of items submitted for transmission in the INTELPOST service.

---

[1] See p. 2860.

## ARTICLE 9

## TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing a message or illustration prohibited under Article 8 has been transmitted in the INTELPOST service, the prohibited message or illustration is dealt with according to the domestic legislation of the receiving administration.

2. When such an item is neither delivered to the addressee nor returned to origin, the administration of origin is informed of how the item has been dealt with, and of the restriction or prohibition which required such treatment.

## ARTICLE 10

## UNDELIVERABLE ITEMS

1. After every reasonable effort to deliver an item has proven unsuccessful, the item is returned to the INTELPOST Service Center designated by the Administration of destination which ensures that the item is disposed of in accordance with its regulations concerning mail that can neither be forwarded to the addressee nor returned to the sender.

2. Each postal administration submits to the other as necessary a daily report transmitted by INTELPOST listing those items received which could not be delivered. Each undeliverable item is identified in the report by its INTELPOST identification number including date and time of origin.

## ARTICLE 11

## INQUIRIES

1. Each administration answers in the shortest possible time, not to exceed 7 days, inquiries relating to any INTELPOST item sent by the other administration.
2. Inquiries are accepted only within a period of 7 days from date the item was sent.

## ARTICLE 12

## LIABILITY OF ADMINISTRATIONS

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

## ARTICLE 13

## TEMPORARY SUSPENSION AND RESUMPTION OF THE SERVICE

Whenever serious operational difficulties arise in either administration which in its opinion preclude the uninterrupted operation of the service, operations may be temporarily suspended provided that:

a) upon suspension of the service the suspending administration notifies the other as soon as possible;

b) every effort is made to minimize the duration of the suspension;

c) upon resumption of the service, the resuming administration notifies the other as soon as possible; and

d) specifically, the INTELPOST center of the resuming administration notifies the receiving INTELPOST center.

## ARTICLE 14

## IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed hereto. In addition, each administration may adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Memorandum of Understanding or its Details of Implementation.

## ARTICLE 15

## APPLICATION OF THE CONVENTION

The Universal Postal Convention or its Detailed Regulations apply, where appropriate, by analogy, in all cases not expressly covered by this Memorandum of Understanding or its Details of Implementation.

## ARTICLE 16

## AMENDMENT

The Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified articles is annexed.

## ARTICLE 17

## EFFECTIVE DATE AND DURATION OF THE MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.[1]
2. It expires at the end of the experimental period, but service will be maintained pending possible acceptance of the permanent operation of this service."

---

[1] Nov. 1, 1982.

Done in duplicate and signed at Buenos Aires on the 16 day of setiembre , 1982, and at Washington, D.C. on the 24th day of August , 1982.

FOR THE POSTAL ADMINISTRATION OF ARGENTINA:

Cnl. CARLOS ROBERTO ZONE
ADMINISTRADOR GENERAL

FOR THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA:

[1]
Postmaster General

---

[1] W. F. Bolger.

# DETAILS OF IMPLEMENTATION
# OF THE MEMORANDUM OF UNDERSTANDING BETWEEN
# THE POSTAL ADMINISTRATIONS
# OF ARGENTINA AND
# OF THE UNITED STATES OF AMERICA
# CONCERNING THE
# OPERATION OF THE INTELPOST FIELD TRIAL

The following Details of Implementation of the Memorandum of Understanding between the Postal Administrations of Argentina and the United States of America concerning the operation of the INTELPOST Field Trial have been drawn up in accordance with article 14 of that Memorandum.

## ARTICLE 101

## INTELPOST SERVICE CENTER

The electronic exchange of INTELPOST items is carried out by the agreed designated INTELPOST Service Centers in Argentina and the United States of America.

## ARTICLE 102

## INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration notifies the other of:

   a) public business hours and the hours (local time) of staffed operation of its INTELPOST Service Center;

   b) the cities and areas in its service in which INTELPOST items are delivered, subdivided according to whether the INTELPOST service delivery standard is the day of acceptance, the next business day, or the second business day;

   c) the latest time (GMT) for the acceptance of an item requiring a particular day of delivery

   d) the necessary information concerning the prohibitions or restrictions governing the entry of INTELPOST items in its service and other areas for which it has INTELPOST responsibility;

e) all charges established under the INTELPOST Memorandum of Understanding; and

f) the forms, labels and other documentation which it requires in its service.

2. Any change of the information listed in paragraph 1 above is communicated immediately in writing to the other administration.

## ARTICLE 103

## COMPLETION OF TRANSMITTAL INSTRUCTION SHEETS

1. Each administration insures that each transmittal instruction sheet as completed by the sender shows, in Roman letters and Arabic figures, the name and complete address of the sender and of the addressee.

2. The transmittal instruction sheet accompanying an INTELPOST item accepted for transmission at the risk of the sender in accordance with Article 6, paragraph 2 of the Memorandum of Understanding, must bear a suitable endorsement to this effect.

## ARTICLE 104

## NOTIFICATION OF IRREGULARITIES

Each postal administration immediately notifies the other administration by INTELPOST, telex, or telephone of irregularities in the receipt of items or in the operation of the transmission equipment or circuitry.

## ARTICLE 105

## SETTLEMENT OF ACCOUNTS

At the end of the INTELPOST field trial, the participating administrations may bill each other in their own currencies for any special services that have been agreed upon and provided.

## ARTICLE 106

## EFFECTIVE DATE AND DURATION OF THE DETAILS OF IMPLEMENTATION

These Details of Implementation take effect on the same date as the INTELPOST Memorandum of Understanding to which they refer and have the same duration as that Memorandum of Understanding.

encotel
ARGENTINA
MINISTERIO DE ECONOMIA
EMPRESA NACIONAL DE
CORREOS Y TELEGRAFOS

Form. Nº [illegible]

# ACUERDO ENTRE LAS ADMINISTRACIONES POSTALES
# DE LA REPUBLICA ARGENTINA
# Y DE LOS ESTADOS UNIDOS DE AMERICA
# RELATIVO A LA OPERACION DEL INTELPOST
# SOBRE UNA BASE EXPERIMENTAL

INDICE DE MATERIAS

| ARTICULO | TITULO |
|---|---|
| 1 | Propósito del Acuerdo. |
| 2 | Definición de términos. |
| 3 | Descripción del servicio. |
| 4 | Tasas a percibir del remitente. |
| 5 | Compensación por desequilibrio. |
| 6 | Condición de admisión. |
| 7 | Hoja de transmisión de instrucciones. |
| 8 | Prohibiciones. |
| 9 | Tratamiento de envíos aceptados por error. |
| 10 | Envíos no distribuibles. |
| 11 | Consultas. |
| 12 | Responsabilidad de las Administraciones. |
| 13 | Suspensión temporaria y reanudación del servicio. |
| 14 | Implementación del Acuerdo. |
| 15 | Aplicación del Convenio. |
| 16 | Enmiendas. |
| 17 | Fecha efectiva y duración del Acuerdo. |

Las Administraciones postales de la República Argentina y de los Estados Unidos de América, deseando iniciar sobre una base experimental y de acuerdo con el Artículo 6 del Convenio Postal Universal un servicio para el intercambio de mensajes transmitidos por medios electrónicos, han acordado lo siguiente:

## ARTICULO 1 - PROPOSITO DEL ACUERDO.

Un servicio postal para la transmisión electrónica de mensajes, conocido como INTELPOST, será provisto sobre una base experimental entre las Administraciones postales de Argentina y Estados Unidos de América a través de sus medios afectados, para medir su posibilidad de alcance y potencial de mercado.

## ARTICULO 2 - DEFINICION DE TERMINOS.

Los siguientes términos usados aquí tienen los significados indicados:

1. Administración - una forma abreviada usada para referirse a una de las Administraciones postales signatarias de este Acuerdo.

2. Artículos y párrafos - artículos y párrafos de este Acuerdo.

3. Convenio - el Convenio Postal Universal adoptado por el Congreso de la Unión Postal Universal y a su vez adoptado por las Administraciones signatarias de este Acuerdo.

4. Reglamento de Ejecución del Convenio - el Reglamento de Ejecución del Convenio Postal Universal establecido por el Congreso de la Unión Postal Universal.

5. Servicio INTELPOST (como se establece por este Acuerdo) - un servicio postal que utiliza una red digital para transmitir por medios electrónicos mensajes y documentos presentados por los clientes de cualquiera de las

Administraciones para entrega postal a un destinatario en el otro servicio postal.

6. Envío INTELPOST - un envío expedido en el servicio INTELPOST tanto en forma física o abstracta.

7. Las referencias a los reglamentos de cada Administración o a su legislación interna, serán los reglamentos generales o legislación que gobierne el asunto en cuestión que son aplicables independientemente de la Administración de origen.

ARTICULO 3 - DESCRIPCION DEL SERVICIO.

1. Cada Administración postal ofrece a sus clientes un servicio básico de INTELPOST. Este servicio consiste en la transmisión electrónica de mensajes o documentos (tanto en forma física como abstracta) y su entrega física por la Administración de destino, tanto a través de las ventanillas en un Centro de Servicio INTELPOST o de acuerdo con los procedimientos de entrega de los envíos de correspondencia internos .o internacionales que puedan establecerse en la Administración de destino.

2. Inicialmente las Administraciones acuerdan ofrecer solamente el servicio básico INTELPOST, pero pueden posteriormente acordar, mediante un intercambio de notas, proveer servicios adicionales.

ARTICULO 4 - TASAS A PERCIBIR DEL REMITENTE.

1. Cada Administración establece las tasas que percibirá a sus remitentes por expedir envíos en el servicio.

2. Todas las tasas así establecidas son previamente pagadas por completo por el remitente.

3. Los envíos INTELPOST expedidos por las Administraciones postales en relación a los asuntos del INTELPOST, están exentas del pago de todas las tasas.

ARTICULO 5 - COMPENSACION POR DESEQUILIBRIO.

Durante el período de ensayo no se hacen pagos por cualquier desequilibrio en el tráfico del servicio básico.

Todo acuerdo para proveer servicios adicionales puede incluir cláusulas, ya sea para pagos por desnivel o reembolsos por servicios adicionales.

ARTICULO 6 - CONDICIONES DE ADMISION.

1. Con excepción a lo previsto en el párrafo 2 de este artículo, para aceptarse en el servicio INTELPOST un envío, debe:

   a) ser de calidad suficiente para asegurar una transmisión satisfactoria,

   b) estar acompañado por la hoja de transmisión de instrucciones a la que se refiere el artículo 7.

2. Si un envío es ofrecido para transmisión y se le informa al remitente que no es posible reproducirlo satisfactoriamente, será de todas manera enviado:

   a) si el remitente así lo desea y se satisfacen las otras condiciones de admisión,

   b) siempre que el remitente reconozca que ha sido informado de que la reproducción puede no ser satisfactoria y de que se abstendrá de hacer cualquier reclamo al respecto en contra de cualquiera de las Administraciones.

ARTICULO 7 - HOJA DE TRANSMISION DE INSTRUCCIONES.

1. Una hoja de transmisión de instrucciones, según el modelo adjunto a este Acuerdo como Anexo 1, debe completarse para cada envío expedido en el servicio INTELPOST.

2. Debe tener el nombre y dirección completa del remitente y del destinatario (incluyendo código postal). Si se acuerda un servicio adicional, la hoja de transmisión debe también indicar el tipo de servicio solicitado por el remitente.

ARTICULO 8 - PROHIBICIONES.

Las previsiones del Convenio Postal Universal que regulan las prohibiciones, son de aplicación a los contenidos de los envíos presentados para la transmisión en el servicio INTELPOST.

ARTICULO 9 - TRATAMIENTO DE ENVIOS ACEPTADOS POR ERROR.

1. Cuando un envío, conteniendo un mensaje o ilustración prohibida en el artículo 8, ha sido aceptado por error y transmitido en el servicio INTELPOST, el mensaje o ilustración prohibida se tratará de acuerdo a la legislación interna de la Administración de destino.

2. Cuando un envío aceptado por error no es entregado al destinatario ni devuelto a su origen, se informa a la Administración de origen como ha sido tratado el envío, y de la restricción o prohibición que requirió tal tratamiento.

ARTICULO 10 - ENVIOS NO DISTRIBUIBLES.

1. Si después de un esfuerzo razonable la entrega de un envío resultara infructuosa, se devuelve el envío al Centro de Servicio INTELPOST designado por la Administración de destino que asegura que el envío sea tratado de acuerdo con sus reglamentos relativos a los envíos de correspondencia que no pueden ser entregados al destinatario o devueltos al remitente.

2. Cada Administración postal somete a la otra, cuando sea necesario, un informe diario transmitido por INTELPOST con la lista de esos envíos recibidos que no pueden ser entregados. Cada envío no distribuible es señalado en el informe con su número identificatorio de INTELPOST, incluyendo fecha y hora de origen.

ARTICULO 11 - CONSULTAS.

1. Cada Administración contesta en el menor tiempo posible, sin exceder 7 días, consultas relativas a cualquier envío INTELPOST expedido por la otra Administración.

2. Se aceptan consultas solamente dentro de un período de 7 días a partir de la fecha que fué remitido el envío.

ARTICULO 12 - RESPONSABILIDAD DE LAS ADMINISTRACIONES.

Cada Administración decide su propia política de compensación en caso de pérdida, daño, expoliación o demora. El pago de compensación, si hubiere, debe ser solo responsabilidqd de la Administración de origen. Ninguna Administración puede reclamar indemnización de la otra Administración.

ARTICULO 13 - SUSPENSION TEMPORARIA Y REANUDACION DEL SERVICIO.

Cuando surjan serias dificultades operacionales en cualquiera de las Administraciones que en su opinión impide la operación ininterrumpida del servicio, las operaciones pueden ser suspendidas temporariamente del servicio siempre que:

a) en la suspensión del servicio la Administración que suspende el servicio notifica a la otra tan pronto como sea posible,

b) se haga el mayor esfuerzo para minimizar la duración de la suspensión.

c) en la reanudación del servicio, la Administración que lo reanuda notifica a la otra tan pronto como sea posible, y

d) específicamente, el centro de INTELPOST de la Administración que lo reanuda notifica al centro receptor de INTELPOST.

ARTICULO 14 - IMPLEMENTACION DEL ACUERDO.

Para darle vigencia a este Acuerdo, se redactan y anexan los Deta lles de Implementación. Además cada Administración puede adoptar normas de implementación y reglamentos de su operación interna del servicio no incompatibles con este Acuerdo o sus Detalles de Implementación.

ARTICULO 15 - APLICACION DEL CONVENIO.

El Convenio Postal Universal o su Reglamento de Ejecución se aplican, donde corresponda, por analogía, en todos los casos no expresamente previstos por este Acuerdo o sus Detalles de Implementación.

ARTICULO 16 - REFORMA O ENMIENDA.

El Acuerdo y sus Detalles de Implementación pueden modificarse por acuerdo mutuo sobre la base de un intercambio de notas, a las que se anexan el texto de los artículos modificados.

ARTICULO 17 - FECHA EFECTIVA Y DURACION DEL ACUERDO.

1. Este Acuerdo tiene vigencia en la fecha mutuamente acordada por las Administraciones.

2. Expira al término del período experimental pudiendo continuar después en vigencia con el acuerdo inmediato de ambas Administraciones, manteniendo su operación mientras esté pendiente la posible aceptación de este servicio en forma permanente.

Confeccionado por duplicado y firmado
en Buenos Aires, el día 16 de setiembre de 1982, y
en Washington,D.C., el día 12 de october de 1982.

POR LA ADMINISTRACION POSTAL ARGENTINA:

POR LA ADMINISTRACION POSTAL DE LOS ESTADOS UNIDOS DE AMERICA:

# DETALLES DE IMPLEMENTACION
# ACUERDO ENTRE LAS ADMINISTRACIONES POSTALES
# DE LA REPUBLICA ARGENTINA
# Y DE LOS ESTADOS UNIDOS DE AMERICA
# RELATIVO A LA OPERACION DEL INTELPOST
# SOBRE UNA BASE EXPERIMENTAL

Los siguientes Detalles de Implementación del Acuerdo entre las Administraciones postales de Argentina y de los Estados Unidos de América relativo a la operación del INTELPOST sobre una base experimental, han sido redactados conforme al artículo 14 de este Acuerdo.

ARTICULO 101 - CENTRO DE SERVICIO INTELPOST.

El intercambio de envíos INTELPOST se efectúa por los Centros de servicio INTELPOST designados en la Argentina y en los Estados Unidos de América.

ARTICULO 102 - INFORMES A SUMINISTRAR POR LAS ADMINISTRACIONES.

1. Cada Administración notifica a la otra:

   a) las horas comerciales públicas y las horas (hora local) de operación con personal de su centro de servicio INTELPOST;

   b) las ciudades y áreas de su servicio en las cuales se entregan los envíos INTELPOST, subdivididas según si el servicio normal de entrega INTELPOST es en el día de admisión, el día comercial siguiente o el segundo día comercial;

   c) la última hora (GMT) para la aceptación de un envío que requiera un particular día de entrega;

   d) la información necesaria relativa a prohibiciones o restricciones que regulen el ingreso de los envíos INTELPOST en este servicio y otras áreas que tenga responsabilidad INTELPOST;

   e) todas las tasas establecidas según el Acuerdo INTELPOST; y

   f) los formularios, etiquetas y otra documentación requeridas en el servicio.

2. Cualquier cambio de la información suministrada en el párrafo 1. anterior

debe ser comunicada inmediatamente por escrito a la otra Administración.

ARTICULO 103 - DILIGENCIAMIENTO DE LA HOJA DE TRANSMISION DE INSTRUCCIONES.

1. Cada Administración asegura que cada hoja de trsnamisión de instrucciones llenada por el remitente, ostente en caracteres latinos y cifras arábigas, el nombre y dirección completa del remitente y del destinatario.

2. La hoja de transmisión de instrucciones que acompaña un envío INTELPOST aceptada para su transmisión con el riesgo del remitente, conforme el artículo 6, párrafo 2 del Acuerdo, deberá llevar una constancia adecuada para este efecto.

ARTICULO 104 - NOTIFICACION DE IRREGULARIDADES.

La Administración postal notifica inmediatamente a la otra Administración por INTELPOST, télex o teléfono, de las irregularidades en la recepción de envíos o en la operación del equipo de transmisión o circuito.

ARTICULO 105 - ESTABLECIMIENTO DE CUENTAS.

Al finalizar el período de prueba del INTELPOST®, las Administraciones postales pueden facturarse una a la otra, en su propia moneda, por servicio de entrega especial que hayan acordado y provisto.

ARTICULO 106 - FECHA EFECTIVA Y DURACION DE LOS DETALLES DE IMPLEMENTACION.

Estos Detalles de Implementación entran en vigencia en la misma fecha que el Acuerdo INTELPOST a los que se refieren, y tienen la misma duración que el Acuerdo.

Anexo 1

EMPRESA NACIONAL DE
CORREOS Y TELEGRAFOS

**INSTRUCCIONES:** Esta hoja de Transmisión debe acompañar su mensaje INTELPOST. Solicitamos verificar las opciones de servicio que usted desearía y dar las informaciones correspondientes. Debe realizar dos copias sin plegar el documento original.

**INSTRUCTIONS:** This transmittal sheet must accompany the INTELPOST message. Please check processing options desired and complete relevant information. Press hard; you are making two copies. Do not fold original document.

1. Número de páginas / Number of pages ☐☐☐

2. D ☐☐ M ☐☐ AÑO ☐☐ B U E R A N° ☐☐☐☐

3. Modo de Distribución Mode of Delivery

☐ A Correo Ordinario Regular Service ☐ B Expreso Special Delivery ☐ C Retirado en Ventanilla Window Pick-Up ☐ D Servicio Especial Express Mail

4. Dirección / Addresses

7. El material original será:
Original material will be:

☐ A Devuelto al remitente
Por Correo:
Returned to sender for:

○ Ordinario / Regular Service

○ Certificado / Registered

○ Certificado por expreso
Special delivery

☐ B Retirado de la ventanilla
De Imposición
Window Pick - Up

5. Riesgos del Expedidor

El expedidor ha sido avisado que la calidad del original no se presta a una transmisión satisfactoria y ha mantenido su envío.

Firma del Expedidor

Risk of Sender

The sender has been advised that the quality of the original may not be sufficient for satisfactory transmission but still wishes it sent.

Signature of Sender

8. Costo / Cost
Páginas Pages ____ x$ ____ = ____
Servicio Service ____
TOTAL ____

Iniciales / Initials

6. Remitente Sender

Teléfono N° Telephone N°

9. Observaciones / Observations

Firma del Expedidor
Signature of Sender

A: Hoja de Transmisión

# TUNISIA

## Agricultural Commodities

*Agreement signed at Tunis April 17, 1980;*
*Entered into force April 17, 1980.*
*With minutes of negotiation.*

## AGREEMENT BETWEEN THE
## GOVERNMENT OF THE UNITED STATES OF AMERICA
## AND
## THE GOVERNMENT OF THE REPUBLIC OF TUNISIA
## FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title I Agreement signed on June 7, 1976[1] together with the following Part II.

Part II - Particular Provisions:

Item I. Commodity Table:

| Commodity | Supply Period (U.S. Fiscal Year) | Approximate Maximum Quantity (Metric Tons) | Maximum Export Market Value (Millions) |
|---|---|---|---|
| Wheat/Wheat Flour (Grain Equivalent Basis) | 1980 | 68,000 | Dollars $10.8 |
| Corn/Sorghum | 1980 | 44,000 | Dollars $ 5.0 |
| | | | Total Dollars $15.8 |

Item II. Payment Terms: Dollar Credit

1. Initial Payment - Twenty (20) percent.
2. Currency Use Payment - None.
3. Number of Installment Payments - Nineteen (19).
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Two (2) years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - Two (2) percent.
7. Continuing Interest Rate - Three (3) percent.

---

[1] TIAS 8506; 28 UST 1234.

Item III. Usual Marketing Table:

| Commodity | Import Period (U.S. Fiscal Year) | Usual Marketing Requirements (Metric Tons) |
|---|---|---|
| Wheat/Wheat Flour (Grain Equivalent Basis) | 1980 | 277,000 |
| Corn/Sorghum | 1980 | 78,000 |

Item IV. Export Limitations:

A. The export limitation period shall be the United States Fiscal Year 1980 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A 4. of this Agreement, the commodities which may not be exported are: for Wheat/Wheat Flour - wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same products under a different name); and for Corn/Sorghum - corn, sorghum, barley, oats, and rye including mixed feeds containing such grains.

Item V. Self-Help Measures:

A. The Government of Tunisia is undertaking the following programs to improve the production, storage and distribution of agricultural commodities and to insure the conservation and the rehabilitation of the natural resources.

In implementing the self-help measures described herein below, specific emphasis will be placed on strengthening development activities undertaken in the poorest rural areas and enabling the low-income population to participate actively in increasing agricultural production through small farm agriculture.

B. Based on the foregoing principles, the Government of Tunisia agrees to provide financial, technical and managerial resources for achieving these objectives. Specifically, the Government of Tunisia will provide adequate resources to:

1. Strengthen the links between applied research and agricultural extension services and intensify training of extension agents and farmers. As part of this effort, the Government of Tunisia will increase contacts between extension agents and research institutions and will insure that extension agents receive regular in-service training at specialized institutions to acquaint themselves with the most advanced and appropriate technologies. In addition, the Government of Tunisia will continue to increase the support of extension activities undertaken at the regional level by offices under the Ministry of Agriculture.

2. Increase the accessibility to the small farmer of both agricultural production inputs and knowledge regarding their utilization. As part of this effort, the Government of Tunisia will prompt the public, private and cooperative entities to increase the number of sales points for fertilizers, pesticides and improved seeds and will attempt to insure that adequate supplies of these inputs and credit are available to farmers during peak demand periods.

3. Continue support for the Central Tunisia Rural Development Program with emphasis on the above mentioned agricultural activities, as well as those activities in potable water development and health/nutrition education which are designed to increase the income and meet the basic needs of the poor population in central Tunisia.

4. Continue support and improve the infrastructure for the following programs which are designed to improve the nutritional status of the rural poor: the Pre-School Supplemental Feeding Program, the Rural Primary School Canteen Supplemental Feeding Program and the Rural Primary School Vegetable/Small Animal Production Program.

5. Undertake activities intended to sensitize all age groups of the population as to the importance that should be devoted to programs aimed at soil conservation and rehabilitation. These programs shall be a part of the national effort to preserve Tunisia's arable land and to reverse its continuing deterioration.

6. Continue support for programs to increase the storage capacity of Tunisia for basic agricultural commodities, especially cereals.

Item VI. Economic Development Purposes For Which Proceeds Accruing to Importing Country Are To Be Used:

A. The use of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be programmed by the Government of Tunisia for financing the Self-Help Measures set forth in Item V. above, and for family planning with priority emphasis placed upon fulfilling requirements mutually agreed upon for Central Tunisia Rural Development.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this seventeenth day of April, 1980, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Stephen W. Bosworth

STEPHEN W. BOSWORTH
AMBASSADOR
EMBASSY OF THE UNITED STATES OF
AMERICA AT TUNIS

[SEAL]

FOR THE GOVERNMENT OF
THE REPUBLIC OF TUNISIA

HASSAN BELKHOJA
MINISTER OF FOREIGN AFFAIRS

# ACCORD CONCLU ENTRE
# LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
# ET
# LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE
# EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord est composé du préambule, des parties I et III de l'Accord relatif au Titre I signé le 7 Juin 1976, ainsi que de la partie II ci-après.

IIème PARTIE - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

| Produits | Période de livraison (Année Fiscale Américaine) | Quantité Maximale approximative (Tonnes Métriques) | Valeur Maximale sur le marché d'exportation (Millions de Dollars) |
|---|---|---|---|
| Blé/Farine de Blé (Sur une base équivalente en grain) | 1980 | 68.000 | $10,8 |
| Mais/Sorgho | 1980 | 44.000 | $ 5,0 |
| | | Total/Dollars | 15,8 |

Article II. Modalités de Paiement: Crédit en Dollars

1. Paiement initial - vingt (20) pour cent.

2. Paiement pour l'utilisation du pays exportateur : néant.

3. Nombre de versements - dix-neuf (19).

4. Montant de chaque versement : en tranches annuelles à peu près égales.

5. Date d'échéance du premier versement - deux (2) ans après la date de la dernière livraison pour chaque année civile.

6. Taux d'intérêt du paiement initial - deux (2) pour cent.

7. Taux d'intérêt des autres paiements - trois (3) pour cent.

Article III. Tableau des Achats Commerciaux Habituels :

| Produits | Période d'Importation (Année Fiscale Américaine) | Achats Commerciaux Habituels Requis (Tonnes Métriques) |
|---|---|---|
| Blé/Farine de Blé (sur une base équivalente en grains) | 1980 | 277.000 |
| Mais/Sorgho | 1980 | 78.000 |

Article IV. Limitation des Exportations

A. La période limite des exportations sera l'année fiscale américaine 1980 ou toute l'année fiscale américaine subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B. Aux fins de l'Article III A4 de la Partie I de cet Accord, les produits non exportables sont : pour le Blé/Farine de Blé — Blé, farine de blé, flocons de blé, semoule, farine, bulgur (ou les mêmes produits différemment nommés); et pour le Mais/Sorgho — Mais, sorgho, orge, avoine et seigle, y compris aliments composés contenant ces mêmes grains.

Article V. Mesures d'Auto-Assistance

A. Le Gouvernement Tunisien entreprend les programmes ci-dessous pour améliorer la production, le stockage et la distribution des produits agricoles et pour assurer la conservation et la revalorisation des ressources naturelles.

Les mesures d'auto-assistance décrites ci-dessous devraient engendrer en priorité une contribution directe au renforcement des actions de développement entreprises dans les zones rurales les plus déshéritées et une participation active des populations les plus pauvres à l'accroissement de la production agricole dans les petites exploitations.

B. Sur la base de ces principes, le Gouvernement Tunisien fournira les ressources financières et techniques ainsi que le personnel d'encadrement pour renforcer la réalisation de ces objectifs. Le Gouvernement Tunisien fournira plus particulièrement des ressources suffisantes pour:

1. Le renforcement des liens entre la recherche appliquée, la vulgarisation des connaissances en matière agricole, et la formation des cadres et des agriculteurs, tout en intensifiant cette formation. Dans ce cadre, le Gouvernement Tunisien multipliera les contacts entre les agents vulgarisateurs et les services de recherche et s'assurera que les agents vulgarisateurs reçoivent des cycles de perfectionnement et de recyclage dans les institutions spécialisées pour qu'ils puissent se familiariser avec les technologies les plus avancées et les plus adéquates. De plus, le Gouvernement Tunisien continuera d'apporter un soutien plus important aux actions de vulgarisation menées à l'échelle régionale par les Offices qui relèvent du Ministère de l'Agriculture.

2. Augmenter les possibilités d'accès des petits exploitants tant aux facteurs de production qu'aux techniques agricoles relatives à leur utilisation. Dans ce cadre, le Gouvernement Tunisien incitera les organismes, tant du secteur public, privé que coopératif, à multiplier le nombre des points de vente

des engrais, des pesticides et des semences sélectionnées, et essayera d'assurer un approvisionnement suffisant des agriculteurs en intrants et en crédit, et ce, notamment durant les périodes de pointe.

3. Continuer d'apporter son appui au Programme de Développement Rural de la Tunisie Centrale en mettant l'accent sur les activités agricoles ci-dessus explécitées, ainsi que sur les actions de développement relatives à l'adduction d'eau potable et à l'éducation sanitaire et nutritionnelle.

En effet, la réalisation de ces activités est de nature à augmenter le revenu des populations pauvres de la Tunisie Centrale et à les aider à satisfaire leurs besoins élémentaires.

4. Continuer d'apporter son appui et améliorer l'infrastructure de soutien des programmes destinés à relever le niveau nutritionnel des populations rurales dans les régions déshéritées; il s'agit du Programme d'Assistance Alimentaire Pré-Scolaire, du Programme des Cantines Scolaires en régions rurales, et des Programmes relatifs aux Jardins Potagers et de Petit Elevage dans les écoles primaires rurales.

5. Mettre en place des actions pour sensibiliser le citoyen à tout âge à l'importance à accorder aux opérations qui permettent la conservation et la revalorisation des terres. Ces actions de sensibilisation s'intégreraient dans l'effort national pour préserver les terres arables en Tunisie et arrêter la tendance à la détérioration.

6. Continuer à aider les programmes destinés à accroître la capacité de stockage en Tunisie des produits agricoles de première nécessité et plus particulièrement des céréales.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A. L'usage des montants que le pays importateur tirera de la vente des céréales financées au titre de cet Accord, sera programmé par le Gouvernement Tunisien pour le financement des mesures d'auto-assistance décrites dans l'Article V ci-dessus, ainsi que pour les activités de Planning

Familial, la priorité étant accordée à la satisfaction des besoins du Développement Rural de la Tunisie Centrale approuvés conjointement.

B. L'utilisation des recettes dans ce domaine sera consacrée particuliérement à l'amélioration directe des conditions de vie des couches les plus pauvres de la population du pays bénéficiaire et de leur aptitude à participer au développement de leur pays.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le Jeudi 17 Avril 1980, en deux exemplaires originaux en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

Stephen W. Bosworth

STEPHEN W. BOSWORTH

AMBASSADEUR DES ETATS-UNIS
D'AMERIQUE A TUNIS

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

HASSAN BELKHOJA

MINISTRE DES AFFAIRES ETRANGERES

## PL 480 TITLE I[1] SALES AGREEMENT
## MINUTES OF NEGOTIATION

During the month of April, 1980, representatives of the Republic of Tunisia's Ministry of Foreign Affairs, Ministry of Plan, and Ministry of Agriculture, met in a series of meetings with representatives of the U.S. Embassy and the AID Mission to negotiate an Agreement amending certain portions of the June 7, 1976 Title I Agreement between the Government of the United States of America and the Government of the Republic of Tunisia.

During these meetings, the terms of the proposed Agreement were reviewed and approved by all parties. In addition, the U.S. representatives explained that in order to expedite (a) the signing of the Agreement and (b) the implementation of the Agreement after signature, including the timely purchase and shipment of commodities not later than September 30, 1980, the Government of Tunisia should:

1. Advise the U.S. Embassy (hopefully prior to signature of the Agreement) of the following information:
   (a) Type and grade of commodity to be purchased in accordance with official U.S. commodity grading standards.
   (b) Proposed contracting and delivery schedule, i.e. delivery of grain to the vessels in U.S. ports.
   (c) Assurances that appropriate Government of Tunisia authorities are prepared to make prompt transfers of funds to cover the initial payment and ocean freight costs on commodities purchased under the Agreement.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

(d) Name and complete address of the U.S. commercial bank through which Letters of Credit will be opened for commodity and ocean freight payments.

(e) Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage, and that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to Tunisia's domestic agricultural production and marketing efforts.

2. Provide the Embassy of the Government of Tunisia in Washington with:

(a) Information described in 1. (a), (b), (c) and (d) above.

(b) Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing; to purchase commodities; and to contract for ocean transportation (including appointment of purchasing and/or shipping agents if applicable.)

(c) Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: Area Code 202-447-5780) for implementation of the Agreement.

During the negotiations, the U.S. representatives explained the U.S. Congress' concern that the financing of agricultural imports through PL 480 be a contribution to efforts to increase the productivity of tne recipient country's farm producers through better provision of improved seeds, fertilizers, pesticides, water, agricultural credit, and improved farm marketing arrangements. It was noted that PL 480 commodities and proceeds from the sales of these commodities should be used to assist efforts to provide productive inputs to low income operators of small farms.

It was noted that Public Law 480 Title I regulations and legislation require that purchases of agricultural food commodities under the Title I Agreement be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, U.S. Department of Agriculture, prior to issuance.

If the Government of Tunisia nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tunisia must notify the U.S. Department of Agriculture, in writing, of such a nomination and attach a copy of the proposed agreement. All purchasing and shipping agents must be approved by the Assistant Administrator, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

During the negotiations, it was pointed out that appropriate measures must be taken to ensure that operable Letters of Credit for both commodity and freight will be opened and confirmed by a U.S. commercial bank designated by the Government of Tunisia, as soon as commodities are purchased and ocean freight is booked. The Government of Tunisia must open Letters of Credit for all (100 percent) ocean freight costs not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the owner should receive ten (10) percent less disputed dispatch or, if there is demurrage, the full ten (10) percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

Furthermore, it was noted that commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for payments of commodity and ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges). (Public Law 480 Title I Financing Regulations are attached.)

The U.S. representatives called attention to the reporting requirements and pointed out that reporting is an essential part of the Public Law Title I sales program; timely submission of various reports is important because the information in them must be presented to the U.S. Congress on a regular schedule. Accordingly, the Government of Tunisia is responsible for submitting timely reports on Compliance Progress, Shipping and Arrival Information (ADP) Sheets and Self-Help, as required under the standard provisions of the Agreement. Under prior Title I Agreements, reports have often been received late in the U.S. Embassy which resulted in reporting deficiencies.

A listing of the timing for submission of the reports to the U.S. Embassy is as follows:

1. Progress Report on Compliance -- Quarterly twenty (20) days after the close of each quarter, i.e., due on January 20, April 20, July 20, and October 20.
2. Progress Report on Self-Help -- Annually sixty (60) days after the close of the U.S. Fiscal Year, i.e., due on December 1.
3. Shipping and Arrival Information (ADP) Sheets -- For each shipment, ten (10) days after receiving from the U.S. Embassy these sheets covering each shipment.

DONE AT TUNIS, this seventeenth day of April, 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

STEPHEN W. BOSWORTH
AMBASSADOR
EMBASSY OF THE UNITED STATES OF
AMERICA AT TUNIS

FOR THE GOVERNMENT OF
THE REPUBLIC OF TUNISIA

HASSAN BELKHOJA
MINISTER OF FOREIGN AFFAIRS

## ACCORD DE VENTES DU TITRE I DE LA LOI PL 480

## PROCES-VERBAL DES NEGOCIATIONS

Des représentants des Ministères des Affaires Etrangères, du Plan et de l'Agriculture de la République Tunisienne ont tenu, au cours du mois d'avril 1980, une série de réunions avec des représentants de l'Ambassade des Etats-Unis d'Amérique et de la Mission A. I. D. pour négocier un Accord amendant certaines parties de l'Accord du Titre I signé le 7 juin 1976 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne.

Durant ces réunions, les clauses de l'Accord proposé ont été examinées et approuvées par toutes les parties. En outre, les représentants américains ont expliqué que dans le but d'accélérer (a) la signature de l'Accord et (b) la mise en exécution de l'Accord après signature, y compris le délai nécessaire à l'achat et à l'expédition par bateau des marchandises avant le 30 septembre 1980, le Gouvernement Tunisien devrait :

1. Fournir à l'Ambassade des Etats-Unis d'Amérique (si possible avant la signature de l'Accord) les renseignements suivants :

a) Type et grade des céréales à acheter en respectant les normes de qualité de céréales appliquées aux Etats-Unis.

b) Proposition d'un calendrier pour la passation des contrats et la livraison des céréales aux bateaux dans les ports américains.

c) Des assurances que les autorités compétentes du Gouvernement Tunisien sont prêtes à effectuer des transferts rapides de fonds pour assurer le paiement initial et le montant du fret maritime correspondant à l'achat des marchandises au titre de l'Accord.

d) Le nom et l'adresse complète de la banque commerciale américaine par l'intermédiaire de laquelle des Lettres de Crédit pour le paiement des marchandises et du fret maritime seront ouvertes.

e) Des assurances que, d'une part, les installations adéquates pour le stockage et la manutention seront disponibles au moment où les marchandises achetées au titre de l'Accord quitteront les Etats-Unis et ce afin d'éviter toutes pertes ou avaries anormales et, d'autre part, que la fourniture des marchandises financées au titre de l'Accord n'entravera pas les efforts entrepris par le Gouvernement Tunisien dans les domaines de la production agricole et de la commercialisation.

2. Donner à l'Ambassade de Tunisie à Washington :

a) Les renseignements décrits aux paragraphes 1 a), b), c), et d) ci-dessus.

b) Des directives et les pouvoirs nécessaires pour habiliter l'Ambassade de Tunisie à Washington à demander par écrit les autorisations de cession de marchandises, à procéder à l'acquisition des marchandises et à passer des contrats pour le transport maritime (y compris la désignation des agents responsables des achats et/ ou des agents maritimes, si nécessaire).

c) Des directives pour les contacts à prendre avec la "Program Operations Division, Export Credits Section, Foreign Agricultural Service, U. S. Department of Agriculture" (Téléphone: 202-447-5780) pour l'exécution de l'Accord.

Durant les négociations, les représentants américains firent part du souci du Congrès de voir le financement des importations de produits agricoles dans le cadre de la Loi PL 480 contribuer aux efforts d'accroissement de la productivité des agriculteurs du pays bénéficiaire grâce à un meilleur approvisionnement en semences sélectionnées, en engrais, pesticides, eau, crédit agricole, ainsi que de meilleures dispositions pour la commercialisation des produits agricoles. Il a été fait mention au fait que les marchandises et le montant produit de la vente de ces marchandises devraient être utilisés pour appuyer les efforts destinés à la fourniture de facteurs de production aux agriculteurs tirant un faible revenu de petites exploitations.

Il a été mentionné que les dispositions réglementaires et légales requises par la Loi PL 480, Titre I, prévoient que l'achat des produits agricoles alimentaires au titre de l'Accord du Titre I doit être fait au moyen d'appels d'offres publiés aux Etats-Unis ; les offres soumises devront répondre aux critères spécifiés dans les appels d'offres. La réception et l'ouverture des plis se feront en séance publique aux Etats-Unis. Toutes les adjudications au titre des appels d'offres doivent se conformer aux procédures requises pour les offres publiques, concurrentielles, et répondant aux critères définis.

Les dispositions des appels d'offres (y compris celles des appels d'offres pour fret maritime) doivent être approuvées par le Directeur Général des Ventes du Ministère Américain de l'Agriculture, avant la publication de ces derniers.

Si le Gouvernement Tunisien nomme un agent responsable des achats ou un agent maritime pour l'acquisition des marchandises ou pour effectuer les démarches pour le transport maritime au titre de l'Accord, le Gouvernement Tunisien doit notifier par écrit au Ministère Américain de l'Agriculture cette nomination et joindre une copie de l'accord proposé. La nomination des agents maritimes ou responsables des achats doit être approuvée par l'"Assistant Administrator, Export Credits Section, Foreign Agricultural Service", Ministère Américain de l'Agriculture, conformément aux mesures réglementaires prévues afin d'éliminer de possibles conflits d'intérêt.

Durant les négociations, on a mis l'accent sur le fait que des mesures conséquentes doivent être prises pour s'assurer que des Lettres de Crédit en règle pour le paiement des marchandises et du fret seront ouvertes et confirmées par une banque commerciale des Etats-Unis désignée par le Gouvernement Tunisien dès que les marchandises seront achetées et réservation effectuée auprès du transporteur. Le Gouvernement Tunisien doit ouvrir des Lettres de Crédit pour la totalité (cent pour cent) du coût du fret maritime au plus tard quarante-huit (48) heures avant le chargement, permettant un paiement à vue ou l'acceptation d'une traite libellée en dollars U. S. en faveur du transporteur maritime sur la base du tonnage et de taux spécifiés dans la charte partie correspondante ou l'engagement d'affrètement.

Si un contrat de fret maritime prévoit des indemnités de surestarie/dispatch quatre-vingt dix (90) pour cent du montant doivent être payés à l'arrivage de la cargaison. Les dix (10) pour cent restants, moins l'éventuel dispatch devront être payés au transporteur aussitôt l'état d'estarie établi. S'il existe un litige quelconque sur le montant du dispatch, le transporteur devra percevoir dix (10) pour cent moins le montant en litige du dispatch et s'il y a surestarie, il percevra la totalité des dix (10) pour cent plus l'indemnité de surestarie non contestée. Des recours contre le transporteur pour pertes ou avaries de la cargaison devraient être effectués selon les procédures en usage ; cela ne saurait donner lieu à des retenues sur les paiements au titre du fret maritime.

En outre, on a fait remarquer que les fournisseurs et transporteurs peuvent refuser de charger les bateaux si des Lettres de Crédit acceptables pour le paiement des marchandises et du fret maritime ne sont pas disponibles au moment du chargement. Ceci peut entraîner une demande en dommages et intérêts élevés par les transporteurs pour surestarie et par les fournisseurs pour frais d'immobilisation. (Ci-joint Règlements financiers Titre I PL 480)

Les représentants américains ont mis l'accent sur la nécessité d'établir des rapports en soulignant que ceux-ci constituaient une part importante du Programme de Vente du Titre I. Il est essentiel de soumettre les rapports en temps opportun afin que les renseignements qui y figurent puissent être présentés au Congrès Américain à dates fixes. En conséquence, il incombe au Gouvernement Tunisien de soumettre en temps opportun les rapports suivants : le rapport de conformité (Compliance Progress), les rapports d'expédition et d'arrivée des marchandises et le rapport d'auto-assistance, ainsi que le requièrent les clauses de l'Accord. Lors de la réalisation des accords précédents du Titre I, ces rapports avaient été souvent reçus en retard à l'Ambassade U. S., ce qui a empêché leur transmission à temps à Washington.

Une liste des dates de soumission desdits rapports à l'Ambassade Américaine est établie ci-après :

1) Rapport de conformité : trimestriel - vingt (20) jours après la fin de chaque trimestre, c'est-à-dire les 20 janvier, 20 avril, 20 juillet, 20 octobre.

2) Rapport d'auto-assistance : annuel - soixante (60) jours après la fin de l'année fiscale américaine, c'est-à-dire le ler décembre.

3) Rapports d'expédition et d'arrivée des marchandises : pour chaque cargaison, dix (10) jours après soumission par l'Ambassade Américaine des relevés y afférents.

FAIT A TUNIS, le Jeudi 17 Avril 1980.

POUR LE GOUVERNEMENT DE LA
REPUBLIQUE TUNISIENNE

HASSAN BELKHOJA
MINISTRE DES AFFAIRES ETRANGERES

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE

STEPHEN W. BOSWORTH
AMBASSADEUR DES ETATS-UNIS
D'AMERIQUE A TUNIS

# LIBERIA

## Finance: Consolidation and Rescheduling of Certain Debts

*Agreement signed at Monrovia October 19, 1982,*
*Entered into force for the 1982 debt December 22, 1982;*
*Entered into force for the 1982/1983 debt January 25, 1983.*
*And agreement signed at Monrovia November 1, 1982;*
*Entered into force December 22, 1982.*

# AGREEMENT BETWEEN
# THE UNITED STATES OF AMERICA
# AND THE REPUBLIC OF LIBERIA
# REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, OR GUARANTEED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and the Republic of Liberia ("Liberia") agree as follows:

## ARTICLE I

## Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Liberia's Debts, signed in Paris on December 16, 1981, among representatives of certain nations, including the United States, and agreed to by the representative of Liberia, hereinafter referred to as the "Minute" and annexed hereto as Annex D, the United States and Liberia hereby agree to consolidate and reschedule certain Liberian debts which are owed to or guaranteed by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Liberia and the United States, with respect to PL-480[1] Agreements, and between Liberia and each of the following United States Agencies: the Agency for International Development and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Liberia.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

## ARTICLE II

## Definitions

1. "Contracts" means those agreements or other financial arrangements listed in Annex A which have maturities falling due during the First and Second Consolidation Periods and which relate to:

   (a) Commercial credits extended to the Government of Liberia or guaranteed by the Government of Liberia, and which are guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

   (b) Loans from the United States or its Agencies to the Government of Liberia or guaranteed by the Government of Liberia, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. "Debt" means the sum of principal, interest and fees falling due during the First and Second Consolidation Periods and not yet paid with respect to the Contracts.

3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. The "First Consolidation Period" means the period from January 1, 1982 through September 30, 1982. The "Second Consolidation Period" means the period October 1, 1982 through June 30, 1983.

5. "Interest" means interest on Debt due and payable in accordance with the terms of the Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each Contract for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rates set forth in this Agreement on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Liberia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt relating to Debt falling due during the First Consolidation Period, which amounts to approximately $3.0 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately $300 thousand plus Interest. Principal payments are payable on each May 15, and November 15, commencing on November 15, 1986, with the final installment payable on May 15, 1991.

   (b) The Consolidated Debt relating to Debt falling due during the Second Consolidation Period, which amounts to approximately $2.7 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately $270 thousand plus Interest. Principal payments are payable on each August 15 and February 15, commencing on August 15, 1987, with the final installment payable on February 15, 1992.

   (c) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense resulting from the First Consolidation Period, and 9.5 percent on such payments resulting from the Second Consolidation Period. All Interest payable with respect to the Consolidated Debt cited in Article III paragraph 1(a) shall be payable semi-annually on May 15 and November 15 of each year commencing on November 15, 1982. All Interest payable with respect to Consolidated Debt cited in Article III paragraph 1(b) shall be payable semi-annually on August 15 and February 15 of each year commencing on August 15, 1983.

(d) A table summarizing the amounts of the Consolidated Debt owed to the United States and to each Agency is attached hereto as Annex B.

2. Liberia agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt relating to Debt falling due during the First Consolidation Period, which amounts to approximately $340 thousand, shall be repaid in four equal annual payments of approximately $85 thousand each, plus Interest, the first payment to be made on September 30, 1982, and the three following payments to be made respectively on September 30, 1983, September 30, 1984 and September 30, 1985.

(b) The Non-consolidated Debt relating to Debt falling due during the Second Consolidation Period, which amounts to approximately $290 thousand, shall be repaid in four equal annual payments of approximately $73 thousand each, plus Interest, the first payment to be made on June 30, 1983, and the three following payments to be made respectively on June 30, 1984, June 30, 1985 and June 30, 1986.

best copy available

(c) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense resulting from the First Consolidation Period and 9.5 percent on such payments resulting from the Second Consolidation Period. All Interest payable with respect to the Non-consolidated Debt cited in Article III, paragraph 2(a) shall be payable in four payments, with the first payment to be made on September 30, 1982 and successive payments due on September 30, 1983, September 30, 1984, and September 30, 1985. All Interest payable with respect to Non-consolidated Debt cited in Article III, paragraph 2(b) shall be payable in four payments, with the first payment to be made on June 30, 1983, and the three following payments to be made respectively on June 30, 1984, June 30, 1985 and June 30, 1986.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each Agency is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Periods.

## ARTICLE IV

## General Provisions

1. Liberia agrees to grant the United States and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

## ARTICLE V

### Entry Into Force

1. This Agreement shall enter into force for debt falling due between January 1, 1982 and September 30, 1982 upon receipt by Liberia of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled[1]

2. This Agreement shall be extended for Debt falling due between October 1, 1982 and June 30, 1983, inclusive, upon receipt by Liberia of written notice by the United States Government that the United States considers Liberia to be in compliance with the condition stated in Article IV paragraph 3 of the Minute.[2]

Done at Monrovia, Liberia, in duplicate, this 19th day of October, 1982.

FOR THE UNITED STATES OF AMERICA

William Lacy Swing [3]

FOR THE REPUBLIC OF LIBERIA

[4]

---

[1] Dec. 22, 1982.
[2] Jan. 25, 1983.
[3] William Lacy Swing.
[4] G. Alvin Jones.

## ANNEX A

### Loans Subject to Rescheduling

### Agency for International Development

Loan Numbers:

669-H-004A
669-H-004B
669-H-005
669-H-006A
669-H-006B
669-H-007A
669-H-007B
669-H-008
669-H-009
669-H-010
669-H-011
669-H-012
669-H-013
669-H-014
669-H-015
669-H-016
669-H-017
669-H-017A
669-H-018
669-H-019
669-H-020
669-H-021
669-T-022
669-T-024
669-T-025
669-W-023

### P.L. 480

Agreements Dated:

January 6, 1966
October 23, 1967
June 24, 1970
April 26, 1972

### Department of Defense

Loan Agreements dated:

June 29, 1972 (721D)
June 28, 1975 (751D)
June 30, 1976 (761G)
September 30, 1977 (771G)
September 19, 1978 (781G)
April 19, 1979 (791G)

## ANNEX B

### Summary of Consolidated Debt*
(millions of U.S. dollars)

| | Payments due 1/1/82-9/30/82 | Payments due 10/1/82-6/30/8 |
|---|---|---|
| Agency for International Development | 2.06 | 1.90 |
| PL-480 | 0.16 | 0.21 |
| Department of Defense | .81 | 0.57 |
| TOTAL | 3.03 | 2.68 |

*Data are rounded and subject to revision per Article III, Paragraph 3. [Footnote in the original.]

## ANNEX C

### Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

| | Payments due 1/1/82-9/30/82 | Payments due 10/1/82-6/30/83 |
|---|---|---|
| Agency for International Development | 0.23 | 0.21 |
| PL-480 | 0.02 | 0.02 |
| Department of Defense | 0.09 | 0.06 |
| TOTAL | 0.34 | 0.29 |

*Data are rounded and subject to revision per Article III, Paragraph 3. [Footnote in the original.]

## ANNEX D

## AGREED MINUTE

## ON THE CONSOLIDATION OF THE DEBT OF THE REPUBLIC OF LIBERIA

### I. PREAMBLE.

1. The Representatives of the Governments of the Federal Republic of Germany, Italy, Japan, Norway, Sweden, the United Kingdom, and the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on December 15 and 16, 1981 with representatives of the Government of Liberia in order to examine the request for alleviation of that Government's external debt service obligation. Observers of the Governments of Canada, France, Finland, and Switzerland as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of the European Communities, and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The Delegation of Liberia outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to meet the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Liberia and the major elements of the program of adjustment undertaken by the Government of Liberia and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on August 26, 1981. This arrangement, applying to the period ending September 15, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Liberia and stressed the importance they attach to the continuing and full implementation of this program, in particular the improvement of public finances and the re-establishment of internal and external confidence in the management of the economy.

### II. RECOMMENDATIONS ON TERMS

Mindful of the serious payments difficulties faced by the Government of Liberia, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms:

**1. Debts concerned.**

The debt service (the "debts") to which this reorganization will apply is that resulting from:

a) commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having an original maturity of more than one year and which were extended pursuant to a contract or other financial arrangement concluded before January 1, 1980.

b) loans from Governments or appropriate institutions of the participating creditor countries having an original maturity of more than one year and which were extended to the Government of Liberia or covered by its guarantee pursuant to an agreement concluded before January 1, 1980.

This reorganization will not apply to debts related to the "Roberts Flight Information Region" program, which are contracted by the Government of Liberia jointly with other Governments.

**2. Terms of the consolidation.**

The debt relief will apply as follows:

A/ *Maturities due from January 1, 1982 to September 30, 1982.*

a) 90% of the amounts of principal and interest due from January 1, 1982 up to September 30, 1982 inclusively, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Government of Liberia of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first payment to be made on November 15, 1986 (end of the grace period) and the final payment to be made on May 15, 1991 (end of the repayment period).

c) The remaining 10% of principal and interest will be paid in 4 equal and successive payments, due on September 30, 1982, 1983, 1984, and 1985.

B/ *Maturities due from October 1, 1982 to June 30, 1983.*

a) 90% of the amounts of principal and interest due from October 1, 1982 up to June 30, 1983 inclusively, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Government of Liberia of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first to be made on August 15, 1987 (end of the grace period) and the final payment to be made on February 15, 1992 (end of repayment period).

c) The remaining 10% of principal and interest will be paid in 4 equal and successive payments, due on June 30, 1983, 1984, 1985 and 1986.

3. **Rate of interest.**

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Liberia and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

## III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of Liberia stated that their Government will seek to secure from its other external creditors, particularly commercial banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute and in the agreed minute signed on December 19, 1980 for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of Liberia will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Liberia undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Liberia which implements this agreed minute. The Government of Liberia acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Liberia acknowledges this arrangement.

7. The Government of Liberia will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

## IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Liberia on the basis of the following principles:

1. The Government of each participating creditor country will:

—refinance debts by placing new funds at the disposal of the Government of Liberia at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

—reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of Liberia and the Governments of the participating creditor countries will seek to conclude with the least delay, and will spare no effort to reach satisfactory bilateral agreements by not later than September 30, 1982.

3. The participating creditor countries agree in principle to the extension of the agreement from October 1, 1982 up to June 30, 1983 as described in section II, paragraph 2-B provided that:

—Government of Liberia has reached no later than September 30, 1982, a new arrangement with the International Monetary Fund involving use of the Fund's resources subject to upper tranche conditionality. For this purpose, the Government of Liberia agrees that the Fund informs the Chairman of this creditor group regarding the status of Liberia's relations with the Fund.

—Government of Liberia has complied with the conditions described in the section III paragraph 1, 2 and 3 above. On the occasion of one of their meetings during the summer of 1982, the participating creditor countries will consider Liberia's compliance with the present agreement.

4. The representatives of the Governments of each of the participating countries and of the Government of Liberia agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 16 th day of December
1981, in two versions, English and French
both texts equally authentic.

The Chairman of the
Paris Club

The Leader of the Liberia
Delegation

Delegation of the Federal
Republic of Germany

Delegation of Norway

Delegation of Italy

Delegation of Sweden

Rutger Palmstierna

Delegation of Japan.

宮中杉夫

Delegation of the United
Kingdom

Delegation of the United
States of America

# AGREEMENT BETWEEN
# THE UNITED STATES OF AMERICA
# AND THE REPUBLIC OF LIBERIA
# REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE UNDER P.L. 480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between the United States of America and the Republic of Liberia identified in Annexes A and D attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements". Reference is made also to the Agreement Between the United States of America and The Republic of Liberia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Monrovia, Liberia, on October 19, 1982, referred to hereafter as the "October 19, 1982, Agreement" and to the Understanding reached by certain creditor nations of The Republic of Liberia on December 16, 1981, and agreed to by the Republic of Liberia on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the October 19, 1982, Agreement and the Understanding reached on December 16, 1981, cited above, it is agreed that dollar payments of principal and interest with respect to contracts having an original maturity of more than one year and falling due between January 1, 1982, and September 30, 1982, inclusive, shall be repaid as follows:

(a) Principal and interest in the amount of $163,028.23 which consists of 90 percent of the payments due between January 1, 1982, and September 30, 1982, inclusive as listed in Annex A, referred to hereafter as the "Consolidated Debt" (First Consolidation Period) shall be repaid in ten equal and consecutive semi-annual installments on May 15 and November 15 with the first payment due on November 15, 1986, and the last payment due on May 15, 1991, as shown in Annex B.

(b) Interest on the outstanding balance of the Consolidated Debt (First Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on November 15, 1982, and semi-annually thereafter on May 15 and November 15 with the last payment due on May 15, 1991, as shown in Annex B.

(c) Principal and interest in the amount of $18,114.25 which consists of 10 percent of the payments due between January 1, 1982, and September 30, 1982, inclusive, as listed in Annex A, referred to hereafter as the "Non-Consolidated Debt" (First Consolidation Period) shall be repaid in four equal annual installments on September 30 with the first payment to be made on September 30, 1982, and the three following payments to be made respectively September 30, 1983, September 30, 1984 and September 30, 1985, as shown in Annex C.

(d) Interest on the outstanding balance of the Non-Consolidated Debt (First Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on September 30, 1982, and annually thereafter on September 30 with the last payment due on September 30, 1985, as shown in Annex C.

(3) In accordance with the October 19, 1982, Agreement, and the Understanding reached on December 16, 1981, cited above, it is agreed that dollar payments of principal and interest with respect to contracts having an original maturity of more than one year and falling due between October 1, 1982, and June 30, 1983, inclusive, shall be repaid as follows:

(a) Principal and interest in the amount of $211,318.60 which consists of 90 percent of the payments due between October 1, 1982, and June 30, 1983, inclusive as listed in Annex D, referred to hereafter as the "Consolidated Debt" (Second Consolidation Period) shall be repaid in ten equal and successive semi-annual installments on August 15 and February 15, with the first payment due on August 15, 1987, and the last payment due on February 15, 1992, as shown in Annex E.

(b) Interest on the outstanding balance of the Consolidated Debt (Second Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on August 15, 1983, and semi-annually thereafter on February 15 and August 15 with the last payment due on August 15, 1992, as shown in Annex E.

(c) Principal and interest in the amount of $23,479.84 which consists of 10 percent of the payments due between October 1, 1982, and June 30, 1983, inclusive as listed in Annex D, referred to hereafter as the "Non-Consolidated Debt" (Second Consolidation Period) shall be repaid in four equal and successive annual installments with the first payment to be made on June 30, 1983, and the three following payments to be made respectively on June 30, 1984. June 30, 1985, and June 30, 1986, as shown in Annex F.

(d) Interest on the outstanding balance of the "Non-Consolidated Debt" (Second Consolidation Period) shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1983, and annually thereafter on June 30 with the last payment due on June 30, 1986, as shown in Annex F.

(4) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit to the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, E and F. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(5) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(6) This Agreement is conditioned upon the entry into force of the October 19, 1982, Agreement.[1]

(7) Done at Monrovia, Liberia, in duplicate the 1st day of November, 1982.

FOR THE REPUBLIC OF LIBERIA

FOR THE UNITED STATES OF AMERICA

---

[1] Dec. 22, 1982.

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JANUARY 1, 1982, THROUGH SEPTEMBER 30, 1982, UNDER TITLE I, PL 480 AGREEMENTS
WITH THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNTS OF CONSOLIDATED DEBT, FIRST CONSOLIDATION PERIOD

| Agreement Date | Date Due | Principal | Interest | Total | Consolidated Debt 90% | Non-Consolidated Debt 10% |
|---|---|---|---|---|---|---|
| 01-06-66 | 04-28-82 | $ 42,800.37 | $ 5,350.05 | $ 48,150.42 | $ 43,335.38 | $ 4,815.04 |
| 10-23-67 | 04-08-82 | 42,718.92 | 7,475.81 | 50,194.73 | 45,175.25 | 5,019.48 |
| 04-26-72 | 06-24-82 | 62,253.63 | 20,543.70 | 82,797.33 | 74,517.60 | 8,279.73 |
|  | TOTAL | $147,772.92 | $33,369.56 | $181,142.48 | $163,028.23 | $18,114.25 |

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The First Consolidation Period, PL-480 Consolidated Debt
(Amounts Due January 1, 1982, Through September 30, 1982)

Repayment Terms

Interest : 3% annually
Principal: 10 equal semi-annual installments

| Installment Due Date | Balance of Principal Outstanding | Amount Due Principal | Amount Due Interest | Amount Due Total |
|---|---|---|---|---|
| 11-15-82 | $163,028.23 | $ -0- | $2,418.46 | $ 2,418.46 |
| 05-15-83 | 163,028.23 | -0- | 2,425.32 | 2,425.32 |
| 11-15-83 | 163,028.23 | -0- | 2,465.52 | 2,465.52 |
| 05-15-84 | 163,028.23 | -0- | 2,425.32 | 2,425.32 |
| 11-15-84 | 163,028.23 | -0- | 2,465.52 | 2,465.52 |
| 05-15-85 | 163,028.23 | -0- | 2,425.32 | 2,425.32 |
| 11-15-85 | 163,028.23 | -0- | 2,465.52 | 2,465.52 |
| 05-15-86 | 163,028.23 | -0- | 2,425.32 | 2,425.32 |
| 11-15-86 | 163,028.23 | 16,302.82 | 2,465.52 | 18,768.34 |
| 05-15-87 | 146,725.41 | 16,302.82 | 2,182.79 | 18,485.61 |
| 11-15-87 | 130,422.59 | 16,302.82 | 1,972.42 | 18,275.24 |
| 05-15-88 | 114,119.77 | 16,302.82 | 1,697.73 | 18,000.55 |
| 11-15-88 | 97,816.95 | 16,302.82 | 1,479.31 | 17,782.13 |
| 05-15-89 | 81,514.13 | 16,302.82 | 1,212.66 | 17,515.48 |
| 11-15-89 | 65,211.31 | 16,302.82 | 986.21 | 17,289.03 |
| 05-15-90 | 48,908.49 | 16,302.82 | 727.60 | 17,030.42 |
| 11-15-90 | 32,605.67 | 16,302.82 | 493.10 | 16,795.92 |
| 05-15-91 | 16,302.85 | 16,302.85 | 242.53 | 16,545.38 |
|  | TOTAL | $163,028.23 | $32,976.17 | $196,004.40 |

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The First Consolidation Period, PL-480 Non-Consolidated Debt
(Amounts Due January 1, 1982, Through September 30, 1982)

Repayment Terms

Interest: 3% annually
Principal: 4 equal annual installments

| Installment Due Date | Balance of Principal Outstanding | Amount Due | | |
|---|---|---|---|---|
| | | Principal | Interest | Total |
| 09-30-82 | $18,114.25 | $4,528.56 | $ 200.23 | $ 4,728.79 |
| 09-30-83 | 13,585.69 | 4,528.56 | 407.57 | 4,936.13 |
| 09-30-84 | 9,057.13 | 4,528.56 | 271.71 | 4,800.27 |
| 09-30-85 | 4,528.57 | 4,528.57 | 135.86 | 4,664.43 |
| | TOTAL | $18,114.25 | $1,015.37 | $19,129.62 |

ANNEX D

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD OCTOBER 1, 1982, THROUGH JUNE 30, 1983, UNDER TITLE L, PL-480 AGREEMENTS
WITH THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNT OF CONSOLIDATED DEBT, SECOND CONSOLIDATION PERIOD

| Agreement Date | Date Due | Principal | Interest | Total | Consolidated Debt 90% | Non-Consolidated Debt 10% |
|---|---|---|---|---|---|---|
| 06-24-70 | 11-18-82 | $ 45,402.80 | $12,258.75 | $ 57,661.55 | $ 51,895.40 | $ 5,766.15 |
| 04-26-72 | 06-24-83 | 62,253.63 | 18,676.09 | 80,929.72 | 72,836.75 | 8,092.97 |
| 01-06-66 | 04-28-83 | 42,800.37 | 4,280.04 | 47,080.41 | 42,372.37 | 4,708.04 |
| 10-23-67 | 04-08-83 | 42,718.92 | 6,407.84 | 49,126.76 | 44,214.08 | 4,912.68 |
|  | TOTAL | $193,175.72 | $41,622.72 | $234,798.44 | $211,318.60 | $23,479.84 |

ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The Second Consolidation Period, PL-480 Consolidated Debt
(Amounts Due October 1, 1982, Through June 30, 1983)

Repayment Terms

Interest : 3% annually
Principal: 10 equal semi-annual installments

| Installment Due Date | Balance of Principal Outstanding | Amount Due | | |
|---|---|---|---|---|
| | | Principal | Interest | Total |
| 08-15-83 | $211,318.60 | $ -0- | $ 2,311.35 | $ 2,311.35 |
| 02-15-84 | 211,318.60 | -0- | 3,195.83 | 3,195.83 |
| 08-15-84 | 211,318.60 | -0- | 3,143.73 | 3,143.73 |
| 02-15-85 | 211,318.60 | -0- | 3,195.83 | 3,195.83 |
| 08-15-85 | 211,318.60 | -0- | 3,143.73 | 3,143.73 |
| 02-15-86 | 211,318.60 | -0- | 3,195.83 | 3,195.83 |
| 08-15-86 | 211,318.60 | -0- | 3,143.73 | 3,143.73 |
| 02-15-87 | 211,318.60 | -0- | 3,195.83 | 3,195.83 |
| 08-15-87 | 211,318.60 | 21,131.86 | 3,143.73 | 24,275.59 |
| 02-15-88 | 190,186.74 | 21,131.86 | 2,876.25 | 24,008.11 |
| 08-15-88 | 169,054.88 | 21,131.86 | 2,514.98 | 23,646.84 |
| 02-15-89 | 147,923.02 | 21,131.86 | 2,237.08 | 23,368.94 |
| 08-15-89 | 126,791.16 | 21,131.86 | 1,886.24 | 23,018.10 |
| 02-15-90 | 105,659.30 | 21,131.86 | 1,597.92 | 22,729.78 |
| 08-15-90 | 84,527.44 | 21,131.86 | 1,257.49 | 22,389.35 |
| 02-15-91 | 63,395.58 | 21,131.86 | 958.75 | 22,090.61 |
| 08-15-91 | 42,263.72 | 21,131.86 | 628.75 | 21.760.61 |
| 02-15-92 | 21,131.86 | 21,131.86 | 319.58 | 21,451.44 |
| | TOTAL | $211,318.60 | $41,946.63 | $253,265.23 |

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING PAYMENTS AGREEMENT
WITH
THE REPUBLIC OF LIBERIA

Repayment Schedule For The Second Consolidation Period, PL-480 Non-Consolidated Debt
(Amounts Due October 1, 1982, Through June 30, 1983)

Repayment Terms

Interest : 3% annually
Principal: 4 equal annual installments

| Installment Due Date | Balance of Principal Outstanding | Amount Due | | |
|---|---|---|---|---|
| | | Principal | Interest | Total |
| 06-30-83 | $23,479.84 | $ 5,869.96 | $ 168.04 | $ 6,038.00 |
| 06-30-84 | 17,609.88 | 5,869.96 | 528.30 | 6,398.26 |
| 06-30-85 | 11,739.92 | 5,869.96 | 352.20 | 6,222.16 |
| 06-30-86 | 5,869.96 | 5,869.96 | 176.10 | 6,046.06 |
| | TOTAL | $23,479.84 | $1,224.64 | $24,704.48 |

# LIBERIA

## Military Missions

*Agreement extending the agreement of January 11, 1951, as amended and extended.*
*Effected by exchange of notes*
*Signed at Monrovia December 12, 1980 and January 15, 1981;*
*Entered into force January 15, 1981;*
*Effective January 11, 1981.*

## *The American Ambassador to the Liberian Minister of Foreign Affairs*

Monrovia, December 12, 1980

Excellency:

I have the honor to refer to the Agreement for the assignment of a U.S. Military Mission to Liberia, signed at Washington on January 11, 1951.[1] This agreement has been extended from time to time, most recently by the exchange of notes signed at Monrovia on May 2, 1975, February 2, 4 and 16, 1977, and March 10 and 17, 1977.[2] I have the further honor to propose that the agreement be extended for an additional three year period effective from January 11, 1981. If the foregoing is acceptable to Your Excellency's Government, I propose that this note, together with Your Excellency's reply to that effect, shall constitute an extension of the agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

Robert P. Smith

His Excellency
G. Baccus Matthews,
Minister of Foreign Affairs,
Republic of Liberia.

---

[1] TIAS 2171, 4660, 5591; 2 UST 1; 11 UST 2655; 15 UST 708.

[2] TIAS 8846; 29 UST 668.

## *The Liberian Minister of Foreign Affairs to the American Ambassador*

MONROVIA, LIBERIA

569/2-5 January 15, 1981

Mr. Ambassador:

I have the honour to acknowledge receipt of your letter dated December 12, 1980, in connection with the Agreement between the Government of the Republic of Liberia and the Government of the United States of America for the assignment of the United States Military Mission to Liberia signed at Washington on the 11th of January 1951, and last extended by an exchange of notes signed at Monrovia on May 2, 1975, February 2, 4, and 16, 1977, and March 10 and 17, 1977, respectively.

In response, I wish to inform you that the Government of Liberia, having reviewed the basic Agreement of 1951, together with all its subsequent amendments, including the amendments of 1977, when the Agreements were last renewed, is pleased to advise of its acceptance of the United States Government proposal for the renewal of the said Agreement as last extended for an additional three (3) year period, commencing as of January 11, 1981, up to and including January 10, 1984. It is also understood that upon receipt of this note your note and mine will constitute the renewal of the aforementioned Agreement.

Please accept, Mr. Ambassador, the assurances of my highest consideration and esteem.

Sincerely yours,

G. Baccus Matthews
MINISTER OF FOREIGN AFFAIRS

His Excellency Robert P. Smith
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Monrovia, LIBERIA

# TANZANIA

## Agricultural Commodities

***Agreement signed at Dar es Salaam June 8, 1982;***
***Entered into force June 8, 1982.***
***With minutes of negotiation.***

# AGREEMENT BETWEEN
# THE GOVERNMENT OF THE UNITED STATES OF AMERICA
# AND
# THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
# FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the United Republic of Tanzania

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the United Republic of Tanzania (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

## PART I – GENERAL PROVISIONS

### ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## ARTICLE II

### A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

### B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

## ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise speci-

fically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

## PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

| Commodity | Supply Period (United States Fiscal Year) | Approximate Maximum Quantity (Metric Tons) | MaximumExport Market Value (Million Dols) |
|---|---|---|---|
| Corn | 1982 | 13,900 | 1.6 |
| Rice | 1982 | 11,600 | 3.4 |
| Total | | | 5.0 |

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None

B. Currency Use Payment - Amount ten (10) percent for Section 104 (A) Purposes

C. Number of Installment Payments - Thirty-one (31)

D. Amount of Each Installment Payment - Approximately equal annual amounts

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

Item III. Usual Marketing Table:

| Commodity | Import Period (U.S. FY) | Usual Marketing Requirement (MT) |
|---|---|---|
| Feedgrains | 1982 | None |
| Rice | 1982 | 16,000 |

Item IV. Export Limitations:

A. The Export Limitation Period

The export limitation period shall be United States Fiscal Year 1982 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III(A) (4) of this Agreement, the commodities which may not be exported are: for corn - corn, sorghums, barley, oats, and rye including mixed feed containing such grains; for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

A. The Government of Tanzania agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Tanzania agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Research

Continue to strengthen the agricultural research capability of the Tanzanian Agricultural Research organization (TARO). This will be done through the introduction of a farming systems approach to research so as to produce a basic understanding of Tanzanian farmer problems, training of Tanzanian researchers in execution of on-going genetic and agronomic crop research programs, and improvement of research planning and management in TARO. Support for the research project will specifically include development and expansion of physical facilities at the proposed National Center for Food Crops Research.

2. Village Food Production

Continue to promote agricultural projects in outlying rural areas through improving participation of both public and private sector entities. These activities may include projects in land resources development and planning including conservation works, forestry and establishment of fruit tree nurseries, small scale irrigation facilities, promoting improved techniques of on-farm and village grain storage which may include participation of U. S. Peace Corps Volunteers, and start-up or expansion of rural cottage industry projects.

3. Input Delivery Systems

Continue to strengthen the national food strategy of achieving self-sufficiency in the food crops subsector through assisting in the development of a system to produce sufficient quantities of improved/high quality food crop seeds. This program will include expansion of three of the existing four foundation seed farms and may include establishment of a fifth seed farm, if proven agronomically feasible. This will include installing irrigation systems on the Arusha and Msimba Seed Farms; erecting grain drying and storage bins at the Dabaga Seed Farm; installing a seed processing plant at Msimba Seed Farm; plus a warehouse and staff facilities on these three seed farms.

4. Agricultural Data, Surveys, and Investigation

Continue to strengthen the national agricultural statistics including especially the collection and analysis of farm management data. This will include policy analysis of production and demand responsiveness to income and price changes for major crops especially maize, wheat, and rice. Analysis of the household consumption survey of 1976/77 shall continue so that essential details from the survey key to formulating agricultural development programs, price and import policies will be available during the next twelve months. The Government of the United States may provide advisory assistance to the Government of Tanzania in processing, analyzing, and publication of the survey. This measure may also include support to the Food and Agriculture Organization's (FAO) early warning systems and crop monitoring project through support for in-service training of Tanzanian crop and weather observers.

5. Reduction of Post Harvest Losses

Implement further efforts to promote better storage of food crops by increasing the number of food storage facilities especially at the village and farm level, adoption of improved storage techniques, as well as pest control and quarantine campaigns which will reduce and/or eliminate food losses with special effort to control infestation of the greater grain borer.

6. Ongoing Self-Help Measures

Recognizing continuing financial requirements of self-help measures approved in the PL 480 Title I sales agreements for Fiscal Years 1980 and 1981, the joint project committee may approve allocation of funds from the current agreement to complete those projects.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Tanzania from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the Agriculture and Rural Development Sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritional, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Tanzanian people and their capacity to participate in the development of their country.

PART III. FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement DONE at Dar es Salaam, Tanzania, in duplicate, this 8th day of June 1982.

| FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA | FOR THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA |
|---|---|
|  | Kazaura |
| David J. Fischer<br>Charge d'Affaires a.i. | Fulgence M. Kazaura<br>Principal Secretary<br>Ministry of Finance |

## MINUTES OF THE NEGOTIATING MEETING
## BETWEEN THE PARTIES TO THE PROPOSED
## PL 480 TITLE I FY 1982 SALES AGREEMENT

Date

April 29, 1982 at 11:00 hours

Place

Ministry of Finance
Dar es Salaam, Tanzania

Attending

Mr. F. M. Kazaura, Principal Secretary, Ministry of Finance

Mr. D. Masanja, Principal Secretary, Ministry of Agriculture

Mr. N.M.T. Kibwana, Director of External Finance, Ministry of Finance

Mr. A. T. Muneni, Senior Financial Management Officer, Ministry of Finance

Mr. P. J. Mbena, Finance Management Officer, Ministry of Finance

Ms. P. W. Malisa, Financial Officer (Legal), Ministry of Finance

Mr. Vincent Mrisho, Director of Agricultural Planning, Ministry of Agriculture

Ambassador David C. Miller, Jr., United States Embassy

Mr. Arthur M. Handly, Director, USAID/Tanzania

Mr. Barry M. Riley, Assistant Director, USAID/Tanzania

Mr. Joseph B. Goodwin, Agricultural Development Officer, USAID/T

The purpose of the meeting was to conduct negotiations between representatives of the Government of the United Republic of Tanzania (Tanzania) and representatives of the Government of the United States of America (United States) for a U.S. FY 1982 maize (corn) and rice sales agreement for $5,000,000 under the U.S. Government Public Law 480 Title I Program. The following points were discussed.

1. Operational Considerations

   a. The export market value of U.S. $5,000,000 may not be exceeded. If the commodity prices increase, the approximate maximum quantities of corn and rice to be financed under the agreement will be less than that (11,300 MT corn, 12,600 MT rice) indicated in Part II of the Agreement. However, should prices be lower at the time of purchase, the entire export market value of U.S. $5,000,000 may be utilized.

   b. Payment terms are the same as the FY 81 Agreement.

   c. Measures should be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the U.S. Commercial Banks previously named by the Government of Tanzania, as soon as commodities are purchased and ocean freight booked.

      The Government of Tanzania should also open letters of credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. Dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking noted.

      Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ ocean freight are not available at time of loading. This can result in costly claims for account of Government of Tanzania by vessel owners (demurrage) and by Commodity Suppliers (carrying charges).

d. Where the ocean freight contract provides for demurrage and despatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

e. Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must be consistent with open, competitive and responsive bid procedures.

f. The terms of all IFBs including those for ocean freight must be approved by the General Sales Manager, Foreign Agricultural Services, U.S. Department of Agriculture prior to issuance.

g. If the Government of Tanzania nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tanzania must notify the General Sales Manager, Foreign Agricultural

Service, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service, USDA.

h. Arrangements should be made by the appropriate authorities to relay to its Washington Embassy all instructions, information, and authority necessary to ensure timely implementation of the agreement, including:

    (1) Commodity specifications;

    (2) Contracting and delivery schedules;

    (3) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for ocean freight);

    (4) Instructions necessary for purchasing commodities and contracting for freight;

    (5) Instructions to contact for further assistance in implementing agreements:

        Program Operations Division - Export Credits
        Foreign Agricultural Services
        U.S. Department of Agriculture
        Telephone (202) 447-5780

i. If the commodity IFB issued by the Tanzanian Government requires a performance bond, USDA is developing standard bond language which may be used in this IFB. USDA will be available to coordinate implementation of the bond language with Tanzanian purchasing officials in the U.S.

2. Usual Marketing Requirement (UMR)

   The agreement sets forth a marketing requirement of zero for corn from normal commercial sources. The UMR for rice will be 16,000 metric tons.

3. Export Limitations

   These limitations will be specifically listed in the agreement Part II Item IV paragraphs A and B.

4. Bellmon Data

   Under current regulatory and legislative requirements, commodities will be made available under the agreement only after the Secretary of Agriculture has determined that (a) adequate storage facilities are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

5. The Tanzanian negotiating team has provided the actual receiving, storage, and distribution points and channels for the PL 480 corn under this agreement. Prices to the consumer of government supplied corn, sembe, wheat, and rice are fixed, publicly announced, and are independent of landed costs to the recipient government. The objective of the Government of Tanzania is to provide an adequate supply of corn (which is the major staple in Tanzania) to the population at reasonable prices within the

range of the lowest income group. The Government of Tanzania is responsible for the import, distribution, and storage of corn under this agreement. Distribution is made to the consumer via established distribution institutions such as Regional Trading Companies (RTC) and National Distributors Ltd. (NDL) and official district distribution agencies before reaching retailers. The Government of Tanzania assures adherence to established price and distribution procedures and confirms that there has been no movement of PL 480 commodities outside normal distribution and marketing channels. If such irregularities are detected in the future, appropriate action will be taken against offenders as prescribed under the laws of Tanzania.

6. Reporting Under the Agreement

There are four types of reporting required, specifically 1) compliance, 2) shipping and arrival information (ADP) sheets, 3) self-help, and 4) a certified report on the receipt and expenditures of sales proceeds. These are an important and integral part of the PL 480 Title I program and are included in the standard provisions of the agreement. The United States team stressed the importance of timely submission of compliance reports which are due quarterly along with shipping and arrival information. Annual reports of progress achieved on self-help measures are due in the U.S. Mission by 15 November. A copy of the periodic bank statements regarding A/C No. 11763 should also be sent to USAID/Tanzania plus a narrative report on the use of the proceeds. The Tanzanian negotiating team acknowledged the reporting requirements, their importance, and agreed that operational positions within appropriate Tanzanian Government institutions would be designated and assigned responsibility for issuing required reports. It is agreed that the following organizations, department, and positions shall have responsibility for implementing actions and/or reporting as designated below:

a. Special Account-Establishment, administration, and statements on A/C No. 11763 with the National Bank of Commerce (NBC) Foreign Branch:

| | | |
|---|---|---|
| Ministry of Agriculture | Agricultural Planning | Director |
| Organization | Department | Position |

b. Reporting-Compliance (quarterly), shipping and arrival information (ADP) sheets;

| | | |
|---|---|---|
| National Milling Corporation | Procurement and Storage | Director |
| Organization | Department | Position |

c. Reporting on Self-Help and Use of Sales Proceeds

| | | |
|---|---|---|
| Ministry of Agriculture | Agricultural Planning | Director |
| Organization | Department | Position |

7. Special Account - The Government of Tanzania agrees to maintain the special account PL 480 A/C No. 11763 with the NBC Foreign Branch in which it will deposit the local currency in an amount not less than the equivalent to the Dollar disbursements by the Commodity Credit Corporation (CCC) to the U.S. supplier. The local currency is to be deposited into the account no later than six months after CCC disbursement. At the time the local currency is deposited, it will be jointly budgeted and programmed by the project committee represented by the Ministry of Agriculture on behalf of the Government of Tanzania and USAID/Tanzania on behalf of the USG.

8. Self Help

   The U.S. Negotiating team explained that the United States Congress is making increasingly stringent efforts to strengthen provisions regarding self-help measures. Self-help plans incorporated into the Agreement must be specific, measurable, and carried out in support to development progress in poor rural areas so as to enable the poor to participate in increasing agricultural production and improved nutrition. Sales proceeds should be used to directly improve lives of the poorest and their capacity to participate in development of Tanzania per Part II Item VI of the Agreement. At the time of actual deposit of the 1982 sales generations, the joint project committee of representatives of the Ministries of Agriculture, Finance, and Planning on behalf of the Tanzanian Government and USAID/Tanzania on behalf of the U.S. Government, will approve budgeting and programming of the funds. This includes approval of all projects, time phased plans for their execution, plus committment and targets in accord with the descriptions in Part II Item V of the Agreement. Self-help measures for 1982 will consist of the following:

a. Agricultural Research

Continue to strengthen the agricultural research capability of the Tanzanian Agricultural Research Organization (TARO). This will be done through the introduction of farming systems approach to research so as to produce a basic understanding of Tanzanian farmer problems, training of Tanzanian researchers in execution of on-going genetic and agronomic crop research programs, and improvement of research planning and management in TARO. Support for the research project will specifically include development and expansion of physical facilities at the proposed national center for food crops research.

b. Village Food Production

Continue to promote agricultural projects in outlying rural areas through improving participation of both public and private sector entities. These activities may include projects in land resources development and planning including conservation works, forestry establishment of fruit tree nurseries, small scale irrigation facilities, promoting improved techniques of on-farm and village grain storage which may include participation of U.S. Peace Corps volunteers, and startup or expansion of rural cottage industry projects.

c. Input Delivery Systems

Continue to strengthen the national food strategy of achieving self-sufficiency in the food crops subsector through assisting in the development of a system to produce sufficient quantities of improved/high quality food crop seeds. This program will include expansion of three of the existing four foundation seed farms and may include establishment of a fifth seed farm, if proven agronomically feasible. This will include installing irrigation systems on the Arusha and Msimba seed farms; erecting grain drying and storage bins at the Dabaga Seed Farm; installing a seed processing plant a Msimba Seed Farm; plus a warehouse and staff facilities on these three seed farms.

d. Agricultural Data, Surveys, and Investigation

Continue to strengthen the National Agricultural statistics including especially the collection and analysis of farm management data. This will include policy analysis of production and demand responsiveness to income and price changes for major crops especially maize, wheat, and rice. Analysis of the household consumption survey of 1976/77 shall continue so that essential details from the survey key to formulating agricultural development programs, price and import policies will be available during the next twelve months. The Government of the United States may provide advisory assistance to the Government of Tanzania in processing, analyzing, and publication of the survey. This measure may also include support to the food and agricultural organization's (FAO) early warning systems and crop monitoring project through support for in-service training of Tanzanian crop and weather observers.

e. Reduction of Post Harvest Losses

Implement further efforts to promote better storage of food crops by increasing the number of food storage facilities especially at the village and farm level, adoption of improved storage techniques, as well as pest control and quarantine campaigns which will reduce and/or eliminate food losses with special effort to control infestation of the greater grain borer.

f. Ongoing Self-Help Measures

Recognizing continuing financial requirements of self-help measures approved in the PL 480 Title I sales agreements for fiscal years 1980 and 1981, the joint project committee may approve allocation of funds from the current agreement to complete those projects.

Approved: ______________________ Approved: ______________________

# UNION OF SOVIET SOCIALIST REPUBLICS

## Fisheries Off the United States Coasts

*Agreement amending the agreement of November 26, 1976.*
*Effected by exchange of notes*
*Dated at Washington April 22 and 29 and May 3, 1982;*
*Entered into force May 3, 1982.*

## *The Department of State to the Soviet Embassy*

The Department of State wishes to draw to the attention of the Embassy of the Union of Soviet Socialist Republics the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976.[1]

The Government of the United States proposes to delete the ports of Honolulu, Hawaii, and Seattle, Washington, from paragraph 1 of Annex III of the Agreement. This note and the Embassy's acceptance of these deletions shall constitute an amendment to Annex III of the Agreement as of the date of the Embassy's acceptance. The Government of the United States is prepared to discuss alternative ports on the Pacific coast which may be substituted for the above two ports.

J D S

Department of State,
Washington,
April 22, 1982.

---

[1] TIAS 8528; 28 UST 1847.

*The Soviet Embassy to the Department of State*

ПОСОЛЬСТВО
СОЮЗА СОВЕТСКИХ
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 17

Посольство Союза Советских Социалистических Республик, ссылаясь на ноту Государственного Департамента от 22 апреля 1982 года, сообщает, что Правительство СССР не возражает против замены портов Гонолулу (штат Гавайи) и Сиэтл (штат Вашингтон), указанных в параграфе I Приложения III к Соглашению между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве у побережья Соединенных Штатов Америки, которое было подписано 26 ноября 1976 года и срок действия которого истекает I июля 1982 года, на другие порты.

Конкретно Правительство Союза Советских Социалистических Республик готово рассмотреть в качестве альтернативных портов: Датч-Харбор (штат Аляска) и Астория (штат Орегон).

"29" апреля 1982 года, г.Вашингтон

А.Ъ.

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

**TRANSLATION**

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 17

The Embassy of the Union of Soviet Socialist Republics refers to the note of April 22, 1982, from the Department of State and advises that the U.S.S.R. Government does not object to substitute other ports for the ports of Honolulu (Hawaii) and Seattle (Washington) mentioned in paragraph 1 of Annex III to the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976 and due to expire July 1, 1982.

Specifically, the Government of the Union of Soviet Socialist Republics is prepared to discuss as alternative harbors the ports of Dutch Harbor (Alaska) and Astoria (Oregon).

Washington, D.C., April 29, 1982

To the
Department of State of the
United States of America
Washington, D.C.

*The Department of State to the Soviet Embassy*

The Department of State refers to the Note of April 29 from the Embassy of the Union of the Soviet Socialist Republics concerning the amendment to Annex III of the Agreement Between the Government of the United States and the Government of the Union of Soviet Socialist Republics Concerning Fisheries off the Coasts of the United States.

The Government of the United States accepts the proposal of the Embassy of the Union of Soviet Socialist Republics to substitute the ports of Dutch Harbor, Alaska, and Astoria, Oregon, for the ports of Honolulu, Hawaii, and Seattle, Washington, in paragraph 1 of Annex III of the Agreement. Your Note of April 29 and the Department of State's Note of April 22 and this Note shall constitute an agreement amending Annex III.

J D S

Department of State,
Washington, May 3,[1] 1981

---

[1] Should read "May 3, 1982."

# UNION OF SOVIET SOCIALIST REPUBLICS

## Fisheries Off the United States Coasts

*Agreement extending the agreement of November 26, 1976, as amended.*
*Effected by exchange of notes*
*Dated at Washington April 22 and 29, 1982;*
*Entered into force August 6, 1982.*

## *The Department of State to the Soviet Embassy*

The Department of State wishes to draw to the attention of the Embassy of the Union of Soviet Socialist Republics the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976, and due to expire on July 1, 1982, as amended.[1]

The Government of the United States proposes that this Agreement be extended until July 1, 1983.

If the Government of the Union of Soviet Socialist Republics agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

J D S

Department of State,
Washington,
April 22, 1982.

---

[1] TIAS 8528, 10531; 28 UST 1847; *ante*, 2942.

[2] Aug. 6, 1982.

## *The Soviet Embassy to the Department of State*

ПОСОЛЬСТВО
СОЮЗА СОВЕТСКИХ
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 18

Посольство Союза Советских Социалистических Республик, ссылаясь на ноту Государственного Департамента от 22 апреля I982 года, уполномочено заявить о согласии Правительства СССР с предложением американской стороны продлить до I июля I983 года Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве у побережья Соединенных Штатов Америки, которое было подписано 26 ноября I976 года и срок действия которого истекает I июля I982 года, с изменением, касающимся двух портов захода.

Посольство СССР подтверждает, что указанная нота Государственного Департамента США и настоящий ответ на нее составляют соглашение между двумя Правительствами по этому вопросу.

"29" апреля I982 года, г.Вашингтон

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 18

The Embassy of the Union of Soviet Socialist Republics refers to the note of April 22, 1982, from the Department of State and is authorized to announce the agreement of the U.S.S.R. Government with the proposal of the American side to extend until July 1, 1983, the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States that was signed November 26, 1976, and is due to expire July 1, 1982, as amended to include two ports of call.

The U.S.S.R. Embassy confirms that the afore-mentioned note of the U.S. Department of State and this reply thereto constitute an agreement between the two Governments on this subject.

Washington, D.C., April 29, 1982

To the
Department of State of the
United States of America
Washington, D.C.

# POLISH PEOPLE'S REPUBLIC

## Fisheries Off the Unites States Coasts

*Agreement extending the agreement of August 2, 1976.*
*Effected by exchange of notes*
*Dated at Washington May 20 and 24, 1982;*
*Entered into force July 27, 1982.*

### *The Department of State to the Polish Embassy*

The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2, 1976,[1] and due to expire on July 1, 1982.

The Government of the United States proposes that this Agreement be extended until July 1, 1983.

If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

Department of State,
Washington, May 20, 1982

---

[1] TIAS 8524; 28 UST 1681.

[2] July 27, 1982.

## *The Polish Embassy to the Department of State*

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

ik 21-1/14-82

The Embassy of the Polish People's Republic presents its compliments to the Department of State and has the honor to acknowledge receipt of the Department's Note of May 20, 1982 which reads as follows :

> "The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2,1976, and due to expire on July 1,1982.
>
> The Government of the United States proposes that this Agreement be extended until July 1,1983.
>
> If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedure of both Governments".

The Government of the Polish People's Republic agrees that the Agreement Between the Government of Poland and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States, signed August 2,1976, be extended until July 1,1983.

It also agrees that the above cited note of the Department of State, dated May 20,1982, and the present Embassy's reply thereto will constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.

The Embassy of the Polish People's Republic avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

360

Washington, D.C.
May 24,1982.

# MEXICO

## Telecommunications: Frequency Modulating Broadcasting

*Agreement signed at Mexico June 18, 1982;*
*Entered into force January 17, 1983.*

# AGREEMENT BETWEEN
# THE UNITED STATES OF AMERICA GOVERNMENT AND THE GOVERNMENT OF THE UNITED MEXICAN STATES CONCERNING LAND MOBILE SERVICE IN THE BANDS 470-512 MHZ AND 806-890 MHZ ALONG THEIR COMMON BORDER

## PREAMBLE

Bearing in mind the relevant provisions of Article 31 of the International Telecommunication Convention (Malaga-Torremolinos, 1973)[*] and of Articles 6, 7, 8, and 67 of Radio Regulations (Geneva, 1979), the Governments of the United States of America and the United Mexican States have agreed on their respective usage of the radio frequency bands 470-512 and 806-890 megahertz (MHz) for the land mobile service in accordance with the conditions set forth herein.

A. Scope of Agreement

1. The band 470-512 MHz is allocated to the land mobile and to the television broadcasting services. 1/

2. The band 806-890 MHz is allocated to the land mobile service.

B. Conditions of Use

1. The assignment of frequencies in the band 470-512 MHz for the land mobile service in areas less than 150 kilometers from the common border can be made only after coordination with and concurrence by the other country. In areas near the Pacific Coast and the coast of the Gulf of Mexico, where the propagation characteristics are unusual, coordination and concurrence may be required for greater distances. 2/

The country which has authorized, or which may in the future authorize, land mobile stations in the 470-512 MHz band within 150 kilometers of the common border shall furnish the other country complete details including the television channels used and the technical parameters of the land mobile stations authorized.

1/ Although the United States of America at this time plans to make no further allocations in the band 470-512 MHz for land mobile purposes, it recognizes the need of the United Mexican States to use part of this band for land mobile purposes and agrees to facilitate the implementation of such use in the United Mexican States consistent with its own requirements for television broadcasting in the band.

2/ Such distances will be determined by mutual agreement following propagation tests to be conducted jointly by both administrations, and those distances will be the maximum distances within which coordination will be required.

---

[*] TIAS 8572; 28 UST 2528. [Footnote added by the Department of State.]

2. The band 806-890 MHz will be used by each country as follows:[3]

806-821 MHz - Private land mobile (mobile)
821-825 MHz - Reserved
825-845 MHz - Public land mobile (Cellular) (mobile)
845-851 MHz - Reserved
851-866 MHz - Private land mobile (base)
866-870 MHz - Reserved
870-890 MHz - Public land mobile (Cellular) (base)

a. In areas located 110 kilometers or more from the common border, each country may use the entire frequency band 806 to 890 MHz in accordance with paragraph B.2.

b. In areas located less than 110 kilometers from the common border, the frequency bands 806-821 and 851-866 MHz shall be shared equally between the United States of America and the United Mexican States. The specific sub-bands reserved for each country and the specific allotments within the shared sub-bands are set forth on the annexed Table. The Table may be revised by agreement between the agencies of the two administrations having jurisdiction in these matters.[4]

c. The frequency bands 825-845 and 870-890 MHz will be used by both countries for the development of a public mobile radiotelephone service employing "cellular" systems. It being deemed desirable that users be able to obtain service from authorized systems on either side of the border within their service area,.it is agreed that a common frequency plan will be necessary and further, that such a frequency plan provide for an equitable division of frequencies between the two countries. Specific arrangements will be determined by agreement between the agencies of the two administrations having jurisdiction in these matters at such times as frequency standards can be developed and agreed upon.

[3] Existing television translator stations previously authorized in the 806-890 MHz band may be allowed to continue operations until interference to land mobile systems is caused.

[4] In the United States of America, the Federal Communications Commission and in the United Mexican States, General Directorate of Telecommunications.

d. It is agreed that the frequency bands 821-825, 845-851 and 866-870 MHz will be held in reserve to accommodate the possible future growth of private, cellular, or both services. It is further agreed that while an equitable division of these frequencies in the border area will be made, specific arrangements would be premature at this time. If both countries should wish to use this spectrum for the same purposes in the future, and equitable division of these bands could be applied at the time such spectrum is designated for private use or for use in the cellular mode or some portion thereof to each. Future arrangements will be determined by agreement between the agencies of the two administrations having jurisdiction in these matters.

e. It is deemed advisable that both countries adopt the same or substantially similar technical standards in authorizing land mobile system in the frequency sub-bands between 806 and 890 MHz. This is particularly important for stations which are to be operated in areas within 110 kilometers of the border where compatible radio systems are essential. The minimal common technical standards needed for compatible systems will be determined at a later date by mutual agreement between the agencies of the two administrations having jurisdiction in these matters.

C. Revision

Revision of this Agreement may be through interchange of diplomatic notes whenever a revision has been approved by the agency of each country having jurisdiction in these matters.

D. Entry into Effect

This agreement shall enter into effect upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that the formalities required by the national legislation have been completed.[1]

E. Termination

This agreement may be terminated by either Party by giving a written notice of termination to the other Party. Termination shall take effect one year after the date of the receipt of the notice thereof.

---

[1] Jan. 17, 1983. [Footnote added by the Department of State.]

Done in duplicate at Mexico, D. F., in the English and Spanish languages, both versions being equally authentic, this 18 day of the month of June, of the year One Thousand Nine Hundred Eighty-Two.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

John Gavin
Ambassador

FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES

Lic. Emilio Mujica Montoya
Secretary of Communications
and Transportation

## Table

## Bands from 806 to 821 and 851 to 866 MHz

A. Specific sub-bands reserved for each country:

### For Mexico

| Mobile | Paired With | Base |
|---|---|---|
| 806.0125 MHz<br>to<br>810.9875 MHz | | 851.0125 MHz<br>to<br>855.9875 MHz |

### For the United States

| Mobile | Paired With | Base |
|---|---|---|
| 811.0125 MHz<br>to<br>815.9875 MHz | | 856.0125 MHz<br>to<br>860.9875 MHz |

B. In the bands from 816.0125 to 820.9875 MHz and from 861.0125 to 865.9875 MHz the specific frequency allotments are the following:

### For Mexico

### Block 1

| | | | | | |
|---|---|---|---|---|---|
| Channel | 1 | 41 | 81 | 121 | 161 |
| Mobile | 820.9875 | 819.9875 | 818.9875 | 817.9875 | 816.9875 |
| Base | 865.9875 | 864.9875 | 863.9875 | 862.9875 | 861.9875 |
| Channel | 21 | 61 | 101 | 141 | 181 |
| Mobile | 820.4875 | 819.4875 | 818.4875 | 817.4875 | 816.4875 |
| Base | 865.4875 | 864.4875 | 863.4875 | 862.4875 | 861.4875 |
| Channel | 11 | 51 | 91 | 131 | 171 |
| Mobile | 820.7375 | 819.7375 | 818.7375 | 817.7375 | 816.7375 |
| Base | 865.7375 | 864.7375 | 863.7375 | 862.7375 | 861.7375 |
| Channel | 31 | 71 | 111 | 151 | 191 |
| Mobile | 820.2375 | 819.2375 | 818.2375 | 817.2375 | 816.2375 |
| Base | 865.2375 | 864.2375 | 863.2375 | 862.2375 | 861.2375 |

### Block 3

| | | | | | |
|---|---|---|---|---|---|
| Channel | 3 | 43 | 83 | 123 | 163 |
| Mobile | 820.9375 | 819.9375 | 818.9375 | 817.9375 | 816.9375 |
| Base | 865.9375 | 864.9375 | 863.9375 | 862.9375 | 861.9375 |

| | | | | | |
|---|---|---|---|---|---|
| Channel | 23 | 63 | 103 | 143 | 183 |
| Mobile | 820.4375 | 819.4375 | 818.4375 | 817.4375 | 816.4375 |
| Base | 865.4375 | 864.4375 | 863.4375 | 862.4375 | 861.4375 |
| Channel | 13 | 53 | 93 | 133 | 173 |
| Mobile | 820.6875 | 819.6875 | 818.6875 | 817.6875 | 816.6875 |
| Base | 865.6875 | 864.6875 | 863.6875 | 862.6875 | 861.6875 |
| Channel | 33 | 73 | 113 | 153 | 193 |
| Mobile | 820.1875 | 819.1875 | 818.1875 | 817.1875 | 816.1875 |
| Base | 865.1875 | 864.1875 | 863.1875 | 862.1875 | 861.1875 |

### Block 5

| | | | | | |
|---|---|---|---|---|---|
| Channel | 5 | 45 | 85 | 125 | 165 |
| Mobile | 820.8875 | 819.8875 | 818.8875 | 817.8875 | 816.8875 |
| Base | 865.8875 | 864.8875 | 863.8875 | 862.8875 | 861.8875 |
| Channel | 25 | 65 | 105 | 145 | 185 |
| Mobile | 820.3875 | 819.3875 | 818.3875 | 817.3875 | 816.3875 |
| Base | 865.3875 | 864.3875 | 863.3875 | 862.3875 | 861.3875 |
| Channel | 15 | 55 | 95 | 135 | 175 |
| Mobile | 820.6375 | 819.6375 | 818.6375 | 817.6375 | 816.6375 |
| Base | 865.6375 | 864.6375 | 863.6375 | 862.6375 | 861.6375 |
| Channel | 35 | 75 | 115 | 155 | 195 |
| Mobile | 820.1375 | 819.1375 | 818.1375 | 817.1375 | 816.1375 |
| Base | 865.1375 | 864.1375 | 863.1375 | 862.1375 | 861.1375 |

### Block 7

| | | | | | |
|---|---|---|---|---|---|
| Channel | 7 | 47 | 87 | 127 | 167 |
| Mobile | 820.8375 | 819.8375 | 818.8375 | 817.8375 | 816.8375 |
| Base | 865.8375 | 864.8375 | 863.8375 | 862.8375 | 861.8375 |
| Channel | 27 | 67 | 107 | 147 | 187 |
| Mobile | 820.3375 | 819.3375 | 818.3375 | 817.3375 | 816.3375 |
| Base | 865.3375 | 864.3375 | 863.3375 | 862.3375 | 861.3375 |
| Channel | 17 | 57 | 97 | 137 | 177 |
| Mobile | 820.5875 | 819.5875 | 818.5875 | 817.5875 | 816.5875 |
| Base | 865.5875 | 864.5875 | 863.5875 | 862.5875 | 861.5875 |
| Channel | 37 | 77 | 117 | 157 | 197 |
| Mobile | 820.0875 | 819.0875 | 818.0875 | 817.0875 | 816.0875 |
| Base | 865.0875 | 864.0875 | 863.0875 | 862.0875 | 861.0875 |

### Block 9

| | | | | | |
|---|---|---|---|---|---|
| Channel | 9 | 49 | 89 | 129 | 169 |
| Mobile | 820.7875 | 819.7875 | 818.7875 | 817.7875 | 816.7875 |
| Base | 865.7875 | 864.7875 | 863.7875 | 862.7875 | 861.7875 |
| Channel | 29 | 69 | 109 | 149 | 189 |
| Mobile | 820.2875 | 819.2875 | 818.2875 | 817.2875 | 816.2875 |
| Base | 865.2875 | 864.2875 | 863.2875 | 862.2875 | 861.2875 |
| Channel | 19 | 59 | 99 | 139 | 179 |
| Mobile | 820.5375 | 819.5375 | 818.5375 | 817.5375 | 816.5375 |
| Base | 865.5375 | 864.5375 | 863.5375 | 862.5375 | 861.5375 |
| Channel | 39 | 79 | 119 | 159 | 199 |
| Mobile | 820.0375 | 819.0375 | 818.0375 | 817.0375 | 816.0375 |
| Base | 865.0375 | 864.0375 | 863.0375 | 862.0375 | 861.0375 |

### For the United States

### Block 2

| | | | | | |
|---|---|---|---|---|---|
| Channel | 2 | 42 | 82 | 122 | 162 |
| Mobile | 820.9625 | 819.9625 | 818.9625 | 817.9625 | 816.9625 |
| Base | 865.9625 | 864.9625 | 863.9625 | 862.9625 | 861.9625 |
| Channel | 22 | 62 | 102 | 142 | 182 |
| Mobile | 820.4625 | 819.4625 | 818.4625 | 817.4625 | 816.4625 |
| Base | 865.4625 | 864.4625 | 863.4625 | 862.4625 | 861.4625 |
| Channel | 12 | 52 | 92 | 132 | 172 |
| Mobile | 820.7125 | 819.7125 | 818.7125 | 817.7125 | 816.7125 |
| Base | 865.7125 | 864.7125 | 863.7125 | 862.7125 | 861.7125 |
| Channel | 32 | 72 | 112 | 152 | 192 |
| Mobile | 820.2125 | 819.2125 | 818.2125 | 817.2125 | 816.2125 |
| Base | 865.2125 | 864.2125 | 863.2125 | 862.2125 | 861.2125 |

### Block 4

| | | | | | |
|---|---|---|---|---|---|
| Channel | 4 | 44 | 84 | 124 | 164 |
| Mobile | 820.9125 | 819.9125 | 818.9125 | 817.9125 | 816.9125 |
| Base | 865.9125 | 864.9125 | 863.9125 | 862.9125 | 861.9125 |
| Channel | 24 | 64 | 104 | 144 | 184 |
| Mobile | 820.4125 | 819.4125 | 818.4125 | 817.4125 | 816.4125 |
| Base | 865.4125 | 864.4125 | 863.4125 | 862.4125 | 861.4125 |
| Channel | 14 | 54 | 94 | 134 | 174 |
| Mobile | 820.6625 | 819.6625 | 818.6625 | 817.6625 | 816.6625 |
| Base | 865.6625 | 864.6625 | 863.6625 | 862.6625 | 861.6625 |
| Channel | 34 | 74 | 114 | 154 | 194 |
| Mobile | 820.1625 | 819.1625 | 818.1625 | 817.1625 | 816.1625 |
| Base | 865.1625 | 864.1625 | 863.1625 | 862.1625 | 861.1625 |

## Block 6

| | | | | | |
|---|---|---|---|---|---|
| Channel | 6 | 46 | 86 | 126 | 166 |
| Mobile | 820.8625 | 819.8625 | 818.8625 | 817.8625 | 816.8625 |
| Base | 865.8625 | 864.8625 | 863.8625 | 862.8625 | 861.8625 |
| Channel | 26 | 66 | 106 | 146 | 186 |
| Mobile | 820.3625 | 819.3625 | 818.3625 | 817.3625 | 816.3625 |
| Base | 865.3625 | 864.3625 | 863.3625 | 862.3625 | 861.3625 |
| Channel | 16 | 56 | 96 | 136 | 176 |
| Mobile | 820.6125 | 819.6125 | 818.6125 | 817.6125 | 816.6125 |
| Base | 865.6125 | 864.6125 | 863.6125 | 862.6125 | 861.6125 |
| Channel | 36 | 76 | 116 | 156 | 196 |
| Mobile | 820.1125 | 819.1125 | 818.1125 | 817.1125 | 816.1125 |
| Base | 865.1125 | 864.1125 | 863.1125 | 862.1125 | 861.1125 |

## Block 8

| | | | | | |
|---|---|---|---|---|---|
| Channel | 8 | 48 | 88 | 128 | 168 |
| Mobile | 820.8125 | 819.8125 | 818.8125 | 817.8125 | 816.8125 |
| Base | 865.8125 | 864.8125 | 863.8125 | 862.8125 | 861.8125 |
| Channel | 28 | 68 | 108 | 148 | 188 |
| Mobile | 820.3125 | 819.3125 | 818.3125 | 817.3125 | 816.3125 |
| Base | 865.3125 | 864.3125 | 863.3125 | 862.3125 | 861.3125 |
| Channel | 18 | 58 | 98 | 138 | 178 |
| Mobile | 820.5625 | 819.5625 | 818.5625 | 817.5625 | 816.5625 |
| Base | 865.5625 | 864.5625 | 863.5625 | 862.5625 | 861.5625 |
| Channel | 38 | 78 | 118 | 158 | 198 |
| Mobile | 820.0625 | 819.0625 | 818.0625 | 817.0625 | 816.0625 |
| Base | 865.0625 | 864.0625 | 863.0625 | 862.0625 | 861.0625 |

## Block 10

| | | | | | |
|---|---|---|---|---|---|
| Channel | 10 | 50 | 90 | 130 | 170 |
| Mobile | 820.7625 | 819.7625 | 818.7625 | 817.7625 | 816.7625 |
| Base | 865.7625 | 864.7625 | 863.7625 | 862.7625 | 861.7625 |
| Channel | 30 | 70 | 110 | 150 | 190 |
| Mobile | 820.2625 | 819.2625 | 818.2625 | 817.2625 | 816.2625 |
| Base | 865.2625 | 864.2625 | 863.2625 | 862.2625 | 861.2625 |
| Channel | 20 | 60 | 100 | 140 | 180 |
| Mobile | 820.5125 | 819.5125 | 818.5125 | 817.5125 | 816.5125 |
| Base | 865.5125 | 864.5125 | 863.5125 | 862.5125 | 861.5125 |
| Channel | 40 | 80 | 120 | 160 | 200 |
| Mobile | 820.0125 | 819.0125 | 818.0125 | 817.0125 | 816.0125 |
| Base | 865.0125 | 864.0125 | 863.0125 | 862.0125 | 861.0125 |

# ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS CONCERNIENTE AL SERVICIO MOVIL TERRESTRE EN LAS BANDAS DE 470-512 MHZ Y DE 806-890 MHZ A LO LARGO DE LA FRONTERA COMUN

## PREAMBULO

Teniendo en cuenta las disposiciones pertinentes del Artículo 31 del Convenio Internacional de Telecomunicaciones (Málaga-Torremolinos, 1973) y de los Artículos 6, 7, 8 y 67 del Reglamento de Radiocomunicaciones (Ginebra, 1979), los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos han convenido en el uso respectivo de las bandas de frecuencias radioeléctricas de 470-512 y de 806-890 megahertz (MHz) para el servicio móvil terrestre de acuerdo con las condiciones fijadas a continuación.

### A. Finalidad del Acuerdo

1. La banda de 470-512 MHz está atribuida al servicio móvil terrestre y al servicio de radiodifusión para televisión. 1)

2. La banda de 806-890 MHz está atribuida al servicio móvil terrestre.

### B. Condiciones de Utilización

1. La asignación de frecuencias en la banda de 470-512 MHz

---

1) Aunque por ahora los Estados Unidos de América planean no hacer más atribuciones en la banda de 470-512 MHz para el servicio móvil terrestre, reconocen la necesidad de los Estados Unidos Mexicanos de usar parte de esta banda para este servicio y están de acuerdo en facilitar el establecimiento de tal uso en los Estados Unidos Mexicanos conforme a sus propios requerimientos del servicio de radiodifusión para televisión en esta banda.

para el servicio móvil terrestre en áreas menores a 150 kilómetros desde la frontera común, puede hacerse solamente después de coordinarse y con la anuencia del otro país. En áreas cercanas a la Costa del Pacífico y a la Costa del Golfo de México, donde las características de propagación son desusadas, la coordinación y la anuencia pueden ser requeridas para distancias mayores. 2)

El país que haya autorizado o que en el futuro autorice estaciones móviles terrestres en la banda de 470-512 MHz dentro de los 150 kilómetros de la frontera común, deberá proporcionar al otro país los detalles completos, incluyendo los canales de televisión utilizados y los parámetros técnicos de las estaciones móviles terrestres autorizadas.

2. La banda de 806-890 MHz será utilizada por cada país de la manera siguiente: 3)

806-821 MHz - Móvil terrestre privado (móviles)
821-825 MHz - En reserva
825-845 MHz - Móvil terrestre público
(celular) (móviles)

2) Tales distancias serán determinadas de mutuo acuerdo después de llevar a cabo pruebas de propagación que realizarán conjuntamente ambas administraciones, y estas distancias serán las distancias máximas dentro de las cuales se requerirá la coordinación.

3) A las estaciones transladoras de televisión existentes autorizadas previamente en la banda de 806-890 MHz se les puede permitir que continúen operando mientras que no causen interferencia a los sistemas móviles terrestres.

845-851 MHz - En reserva

851-866 MHz - Móvil terrestre privado (de base)

866-870 MHz - En reserva

870-890 MHz - Móvil terrestre público
(celular) (de base)

a. En áreas localizadas a 110 kilómetros o más de la frontera común, cada país puede utilizar la totalidad de la banda de 806 a 890 megahertz de conformidad con el párrafo B.2

b. En áreas localizadas a menos de 110 kilómetros de la frontera común, las bandas de frecuencias de 806-821 y 851-866 MHz serán compartidas a partes iguales entre los Estados Unidos de América y los Estados Unidos Mexicanos. Las sub-bandas específicas reservadas para cada país y las adjudicaciones específicas dentro de las sub-bandas compartidas son las que figuran en el Cuadro anexo. El Cuadro puede ser revisado por acuerdo entre las agencias de las dos administraciones con jurisdicción en esta materia. 4)

c. Las bandas de frecuencias de 825-845 y de 870-890 MHz serán utilizadas por ambos países para el desarrollo de un servicio público radiotelefónico móvil empleando sistemas "celulares". Considerando que es deseable que los usuarios puedan obtener servicio de sistemas autorizados a ambos lados de la frontera dentro de su área de

---

4) En los Estados Unidos de América la Comisión Federal de Comunicaciones y en los Estados Unidos Mexicanos la Dirección General de Telecomunicaciones.

servicio, se ha convenido que será necesario un plan común de frecuencias y, además, que tal plan proporcione una división equitativa de frecuencias entre los dos países. Se determinarán arreglos específicos entre las agencias de las dos administraciones que tengan jurisdicción en esta materia, al momento en que se puedan desarrollar y convenir las normas de frecuencias respectivas.

d. Se ha convenido que las bandas de frecuencias de 821-825, de 845-851 y de 866-870 MHz se mantendrán en reserva para dar cabida al futuro crecimiento de los servicios privado, celular, o a ambos. También se ha acordado que mientras sea efectuada una distribución equitativa de estas frecuencias en el área fronteriza serían prematuros los arreglos específicos en este momento. Si los dos países desearan - usar este espectro para los mismos propósitos en el futuro, se podría aplicar una división equitativa de estas bandas en el momento en que - esta parte del espectro sea designada para uso privado, para uso en forma celular o alguna porción de dicho espectro para cada uno de tales - usos. Se podrán determinar futuros arreglos por acuerdo entre las dos agencias con jurisdicción en estas materias.

e. Se considera aconsejable que ambos países adopten las mismas o sustancialmente similares normas técnicas al autorizar sistemas del servicio móvil terrestre en las sub-bandas de frecuencias entre 806 y 890 MHz. Esto es particularmente importante para las estaciones que sean operadas en áreas dentro de los 110 kilómetros de la frontera donde es esencial que haya compatibilidad entre los sistemas radioeléctricos. Las mínimas normas técnicas necesarias para los sistemas compatibles serán determinadas en fecha posterior por acuerdo mutuo entre las agencias de las dos administraciones que tengan jurisdicción en es tas materias.

C. Enmiendas

Este Acuerdo puede ser enmendado mediante canje de notas diplomáticas siempre que la enmienda haya sido aprobada por la agencia de cada país con jurisdicción en estas materias.

D. Entrada en vigor

Este Acuerdo entrará en vigor al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que se ha cumplido con las formalidades exigidas por su legislación nacional.

E. Denuncia

El presente Acuerdo puede darse por terminado por cualquiera de las Partes, mediante aviso de denuncia por escrito a la otra Parte. La terminación surtirá efectos un año después de la fecha de recepción del aviso de denuncia.

Hecho en duplicado en México, D.F., en los idiomas inglés y español, siendo ambos textos igualmente válidos, a los dieciocho días del mes de junio del año de mil novecientos ochenta y dos.

Por el Gobierno de los
Estados Unidos de América

John Gavin
Embajador.

Por el Gobierno de los
Estados Unidos Mexicanos

Lic. Emilio Mújica Montoya
Secretario de Comunicaciones
y Transportes.

## CUADRO

## Banda de 806 a 821 y de 851 a 866 MHz

A. Sub-bandas específicas reservadas a cada país:

### Para México

| Móvil | En par con | Base |
|---|---|---|
| 806.0125 MHz<br>a<br>810.9875 MHz | | 851.0125 MHz<br>a<br>855.9875 MHz |

### Para los Estados Unidos

| Móvil | En par con | Base |
|---|---|---|
| 811.0125 MHz<br>a<br>815.9875 MHz | | 856.0125 MHz<br>a<br>860.9875 MHz |

B. En las bandas de 816.0125 a 820.9875 MHz y de 861.0125 a 865.9875 MHz las adjudicaciones específicas de frecuencias son las siguientes:

### Para México

### Grupo 1

| | | | | | |
|---|---|---|---|---|---|
| Canal | 1 | 41 | 81 | 121 | 161 |
| Móvil | 820.9875 | 819.9875 | 818.9875 | 817.9875 | 816.9875 |
| Base | 865.9875 | 864.9875 | 863.9875 | 862.9875 | 861.9875 |

| | | | | | |
|---|---|---|---|---|---|
| Canal | 21 | 61 | 101 | 141 | 181 |
| Móvil | 820.4875 | 819.4875 | 818.4875 | 817.4875 | 816.4875 |
| Base | 865.4875 | 864.4875 | 863.4875 | 862.4875 | 861.4875 |

| | | | | | |
|---|---|---|---|---|---|
| Canal | 11 | 51 | 91 | 131 | 171 |
| Móvil | 820.7375 | 819.7375 | 818.7375 | 817.7375 | 816.7375 |
| Base | 865.7375 | 864.7375 | 863.7375 | 862.7375 | 861.7375 |

Grupo 1 (continuación)

| | | | | | |
|---|---|---|---|---|---|
| Canal | 31 | 71 | 111 | 151 | 191 |
| Móvil | 820.2375 | 819.2375 | 818.2375 | 817.2375 | 816.2375 |
| Base | 865.2375 | 864.2375 | 863.2375 | 862.2375 | 861.2375 |

Grupo 3

| | | | | | |
|---|---|---|---|---|---|
| Canal | 3 | 43 | 83 | 123 | 163 |
| Móvil | 820.9375 | 819.9375 | 818.9375 | 817.9375 | 816.9375 |
| Base | 865.9375 | 864.9375 | 863.9375 | 862.9375 | 861.9375 |
| Canal | 23 | 63 | 103 | 143 | 183 |
| Móvil | 820.4375 | 819.4375 | 818.4375 | 817.4375 | 816.4375 |
| Base | 865.4375 | 864.4375 | 863.4375 | 862.4375 | 861.4375 |
| Canal | 13 | 53 | 93 | 133 | 173 |
| Móvil | 820.6875 | 819.6875 | 818.6875 | 817.6875 | 816.6875 |
| Base | 865.6875 | 864.6875 | 863.6875 | 862.6875 | 861.6875 |
| Canal | 33 | 73 | 113 | 153 | 193 |
| Móvil | 820.1875 | 819.1875 | 818.1875 | 817.1875 | 816.1875 |
| Base | 865.1875 | 864.1875 | 863.1875 | 862.1875 | 861.1875 |

Grupo 5

| | | | | | |
|---|---|---|---|---|---|
| Canal | 5 | 45 | 85 | 125 | 165 |
| Móvil | 820.8875 | 819.8875 | 818.8875 | 817.8875 | 816.8875 |
| Base | 865.8875 | 864.8875 | 863.8875 | 862.8875 | 861.8875 |
| Canal | 25 | 65 | 105 | 145 | 185 |
| Móvil | 820.3875 | 819.3875 | 818.3875 | 817.3875 | 816.3875 |
| Base | 865.3875 | 864.3875 | 863.3875 | 862.3875 | 861.3875 |
| Canal | 15 | 55 | 95 | 135 | 175 |
| Móvil | 820.6375 | 819.6375 | 818.6375 | 817.6375 | 816.6375 |
| Base | 865.6375 | 864.6375 | 863.6375 | 862.6375 | 861.6375 |
| Canal | 35 | 75 | 115 | 155 | 195 |
| Móvil | 820.1375 | 819.1375 | 818.1375 | 817.1375 | 816.1375 |
| Base | 865.1375 | 864.1375 | 863.1375 | 862.1375 | 861.1375 |

Grupo 7

| | | | | | |
|---|---|---|---|---|---|
| Canal | 7 | 47 | 87 | 127 | 167 |
| Móvil | 820.8375 | 819.8375 | 818.8375 | 817.8375 | 816.8375 |
| Base | 865.8375 | 864.8375 | 863.8375 | 862.8375 | 861.8375 |

## Grupo 7 (continuación)

| | | | | | |
|---|---|---|---|---|---|
| Canal | 27 | 67 | 107 | 147 | 187 |
| Móvil | 820.3375 | 819.3375 | 818.3375 | 817.3375 | 816.3375 |
| Base | 865.3375 | 864.3375 | 863.3375 | 862.3375 | 861.3375 |
| Canal | 17 | 57 | 97 | 137 | 177 |
| Móvil | 820.5875 | 819.5875 | 818.5875 | 817.5875 | 816.5875 |
| Base | 865.5875 | 864.5875 | 863.5875 | 862.5875 | 861.5875 |
| Canal | 37 | 77 | 117 | 157 | 197 |
| Móvil | 820.0875 | 819.0875 | 818.0875 | 817.0875 | 816.0875 |
| Base | 865.0875 | 864.0875 | 863.0875 | 862.0875 | 861.0875 |

## Grupo 9

| | | | | | |
|---|---|---|---|---|---|
| Canal | 9 | 49 | 89 | 129 | 169 |
| Móvil | 820.7875 | 819.7875 | 818.7875 | 817.7875 | 816.7875 |
| Base | 865.7875 | 864.7875 | 863.7875 | 862.7875 | 861.7875 |
| Canal | 29 | 69 | 109 | 149 | 189 |
| Móvil | 820.2875 | 819.2875 | 818.2875 | 817.2875 | 816.2875 |
| Base | 865.2875 | 864.2875 | 863.2875 | 862.2875 | 861.2875 |
| Canal | 19 | 59 | 99 | 139 | 179 |
| Móvil | 820.5375 | 819.5375 | 818.5375 | 817.5375 | 816.5375 |
| Base | 865.5375 | 864.5375 | 863.5375 | 862.5375 | 861.5375 |
| Canal | 39 | 79 | 119 | 159 | 199 |
| Móvil | 820.0375 | 819.0375 | 818.0375 | 817.0375 | 816.0375 |
| Base | 865.0375 | 864.0375 | 863.0375 | 862.0375 | 861.0375 |

## Para los Estados Unidos

## Grupo 2

| | | | | | |
|---|---|---|---|---|---|
| Canal | 2 | 42 | 82 | 122 | 162 |
| Móvil | 820.9625 | 819.9625 | 818.9625 | 817.9625 | 816.9625 |
| Base | 865.9625 | 864.9625 | 863.9625 | 862.9625 | 861.9625 |
| Canal | 22 | 62 | 102 | 142 | 182 |
| Móvil | 820.4625 | 819.4625 | 818.4625 | 817.4625 | 816.4625 |
| Base | 865.4625 | 864.4625 | 863.4625 | 862.4625 | 861.4625 |

Grupo 2 (continuación)

| | | | | | |
|---|---|---|---|---|---|
| Canal | 12 | 52 | 92 | 132 | 172 |
| Móvil | 820.7125 | 819.7125 | 818.7125 | 817.7125 | 816.7125 |
| Base | 865.7125 | 864.7125 | 863.7125 | 862.7125 | 861.7125 |
| Canal | 32 | 72 | 112 | 152 | 192 |
| Móvil | 820.2125 | 819.2125 | 818.2125 | 817.2125 | 816.2125 |
| Base | 865.2125 | 864.2125 | 863.2125 | 862.2125 | 861.2125 |

Grupo 4

| | | | | | |
|---|---|---|---|---|---|
| Canal | 4 | 44 | 84 | 124 | 164 |
| Móvil | 820.9125 | 819.9125 | 818.9125 | 817.9125 | 816.9125 |
| Base | 865.9125 | 864.9125 | 863.9125 | 862.9125 | 861.9125 |
| Canal | 24 | 64 | 104 | 144 | 184 |
| Móvil | 820.4125 | 819.4125 | 818.4125 | 817.4125 | 816.4125 |
| Base | 865.4125 | 864.4125 | 863.4125 | 862.4125 | 861.4125 |
| Canal | 14 | 54 | 94 | 134 | 174 |
| Móvil | 820.6625 | 819.6625 | 818.6625 | 817.6625 | 816.6625 |
| Base | 865.6625 | 864.6625 | 863.6625 | 862.6625 | 861.6625 |
| Canal | 34 | 74 | 114 | 154 | 194 |
| Móvil | 820.1625 | 819.1625 | 818.1625 | 817.1625 | 816.1625 |
| Base | 865.1625 | 864.1625 | 863.1625 | 862.1625 | 861.1625 |

Grupo 6

| | | | | | |
|---|---|---|---|---|---|
| Canal | 6 | 46 | 86 | 126 | 166 |
| Móvil | 820.8625 | 819.8625 | 818.8625 | 817.8625 | 816.8625 |
| Base | 865.8625 | 864.8625 | 863.8625 | 862.8625 | 861.8625 |
| Canal | 26 | 66 | 106 | 146 | 186 |
| Móvil | 820.3625 | 819.3625 | 818.3625 | 817.3625 | 816.3625 |
| Base | 865.3625 | 864.3625 | 863.3625 | 862.3625 | 861.3625 |
| Canal | 16 | 56 | 96 | 136 | 176 |
| Móvil | 820.6125 | 819.6125 | 818.6125 | 817.6125 | 816.6125 |
| Base | 865.6125 | 864.6125 | 863.6125 | 862.6125 | 861.6125 |
| Canal | 36 | 76 | 116 | 156 | 196 |
| Móvil | 820.1125 | 819.1125 | 818.1125 | 817.1125 | 816.1125 |
| Base | 865.1125 | 864.1125 | 863.1125 | 862.1125 | 861.1125 |

Grupo 8

| | | | | | |
|---|---|---|---|---|---|
| Canal | 8 | 48 | 88 | 128 | 168 |
| Móvil | 820.8125 | 819.8125 | 818.8125 | 817.8125 | 816.8125 |
| Base | 865.8125 | 864.8125 | 863.8125 | 862.8125 | 861.8125 |
| Canal | 28 | 68 | 108 | 148 | 188 |
| Móvil | 820.3125 | 819.3125 | 818.3125 | 817.3125 | 816.3125 |
| Base | 865.3125 | 864.3125 | 863.3125 | 862.3125 | 861.3125 |
| Canal | 18 | 58 | 98 | 138 | 178 |
| Móvil | 820.5625 | 819.5625 | 818.5625 | 817.5625 | 816.5625 |
| Base | 865.5625 | 864.5625 | 863.5625 | 862.5625 | 861.5625 |
| Canal | 38 | 78 | 118 | 158 | 198 |
| Móvil | 820.0625 | 819.0625 | 818.0625 | 817.0625 | 816.0625 |
| Base | 865.0625 | 864.0625 | 863.0625 | 862.0625 | 861.0625 |

Grupo 10

| | | | | | |
|---|---|---|---|---|---|
| Canal | 10 | 50 | 90 | 130 | 170 |
| Móvil | 820.7625 | 819.7625 | 818.7625 | 817.7625 | 816.7625 |
| Base | 865.7625 | 864.7625 | 863.7625 | 862.7625 | 861.7625 |
| Canal | 30 | 70 | 110 | 150 | 190 |
| Móvil | 820.2625 | 819.2625 | 818.2625 | 817.2625 | 816.2625 |
| Base | 865.2625 | 864.2625 | 863.2625 | 862.2625 | 861.2625 |
| Canal | 20 | 60 | 100 | 140 | 180 |
| Móvil | 820.5125 | 819.5125 | 818.5125 | 817.5125 | 816.5125 |
| Base | 865.5125 | 864.5125 | 863.5125 | 862.5125 | 861.5125 |
| Canal | 40 | 80 | 120 | 160 | 200 |
| Móvil | 820.0125 | 819.0125 | 818.0125 | 817.0125 | 816.0125 |
| Base | 865.0125 | 864.0125 | 863.0125 | 862.0125 | 861.0125 |

# MEXICO

## Telecommunications: Assignment of Television Channels Along United States-Mexican Border

*Agreement signed at Mexico June 18, 1982;*
*Entered into force January 17, 1983.*

# AGREEMENT RELATING TO
# ASSIGNMENTS AND USAGE OF TELEVISION BROADCASTING CHANNELS IN THE FREQUENCY RANGE 470-806 MHZ (CHANNELS 14-69) ALONG THE UNITED STATES-MEXICO BORDER

Considering the discussions held in Mexico, D. F., on February 21 and 22, 1980, and in Washington, D. C., on October 15 and 16, 1980, between representatives of the Governments of the United States of America and the United Mexican States on the subject of the allocation of ultra high frequency bands to the land mobile service and to the television service, and bearing in mind also the relevant provisions of Article 31 of the International Telecommunication Convention (Malaga-Torremolinos, 1973),[1] and of Articles 6, 7, and 8 of the Radio Regulations (Geneva, 1979), both Governments have agreed on the respective usage of television broadcasting channels in the frequency range 470-806 MHz (Channels 14-69), in accordance with the following provisions:

## A. Scope of Agreement

1. This Agreement shall govern the assignment and utilization of the fifty-six (56) channels in the ultra high frequency broadcasting band in the United States of America and the United Mexican States at locations within 320 kilometers (199 miles) of the land border between the two countries.

Upon entry into force of this Agreement, it will supersede any previous agreement on the assignment of ultra high frequency channels to land border television stations which exists between the United States and Mexico.

2. In determining whether a given station assignment is included within the area described in paragraph A.1 above, the location of the station will be determined by the transmitter location. When there may be difficulty because of uncertain geographical information in determining with precision whether or not a given transmitter site is within the area described in paragraph A.1 above, the country in which the station is to be located will furnish the other country the best information available regarding the location of the proposed site. If the other country has any question regarding the site, it will so inform the proposing country within 30 days of receipt of the above described information. Any differences of opinion as to whether the proposed station assignment is within the area described in paragraph A.1 above, shall be resolved before operation of the station in question is authorized.

## B. Power of Stations

1. The maximum effective radiated power in the horizontal plane of any station authorized pursuant to this Agreement shall not exceed 5 megawatts (5000 kilowatts).

---

[1] TIAS 8572; 28 UST 2528.

2. Lower power than stipulated above may be authorized to stations by either country, but the authorization of lower power shall not prevent the authorization of the maximum permissible power at a later date, except for specially negotiated short-spaced allotments.

C. Antenna Height

The maximum antenna height above average terrain between 3.2 and 16 kilometers (2 and 10 miles) is 610 meters (2000 feet). Where this limit is exceeded, the maximum power permitted must be reduced in accordance with the graph attached as Figure 1.

D. Offset of Video Carrier Frequency

In order to obtain the most favorable possible desired to undesired signal ratio and the maximum service areas in any group of three stations operating on the same channel, the video carrier frequency of two of such stations shall be offset by plus or minus 10 kiloHertz respectively. The carrier frequency offsets shown in Tables A and B are adopted.

E. Frequency Tolerance

The operating frequencies of stations assigned pursuant to this Agreement shall be maintained within ±1 kiloHertz of the normal or offset frequencies required under Tables A and B.

F. Allotment Plan

The channel allotments shown in Tables A and B are agreed upon.

G. Transmitter Locations

Any television transmitter shall be located to serve the city to which the channel is assigned and to promote the overall efficiency of the allotment plan. Each country shall observe the distances specified in Table C in establishing transmitter sites for the stations serving the cities set forth in Tables A and B; provided, however, that upon agreement of both countries in particular instances, other distances may be used. Specially negotiated short-spaced assignments shall be included in Tables A and B and shall be identified with an asterisk (*) and their operating limitations noted. In determining whether a proposed transmitter site complies with the distances shown in Table C, the following procedures shall obtain.

a. In situations where transmitter sites have not been established in the other country, the distances shall be measured from the proposed transmitter site in one country to the centers of the corresponding cities in the other country.

b. When transmitter sites have been established in the other country and the particulars thereof duly notified, the distances shall be measured from the proposed site in one country to the established sites in the other country.

H. Changes in the Tables

1. It is the intention of the Governments of the United States of America and the United Mexican States that changes may be made in the attached Tables A and B when they will further the purposes of this Agreement and will be conducive to maintaining maximum efficiency in the use of television channels.

2. Either country desiring to effect a change that will result in a more satisfactory technical arrangement of its facilities shall notify the other country of the proposed change in writing. If there is objection to the proposed change, such objection shall be made in writing to the proposing country within 30 days of the receipt of the notice of the proposed change. If no such objection is made within 45 days from the date of the written notifications or upon resolution of the difference which gave rise to such objection, Tables A and B or both shall be considered to be amended to conform with the proposed change.

I. Use of Channels 55-69 Inclusive

Either country may make assignments to stations with effective radiated root mean square (RMS) powers not in excess of 100 watts at locations in excess of 40 kilometers (25 miles) from the common border on Channels 55-69 inclusive without notification to the other country. Assignments at 40 kilometers (25 miles) or less from the border will be notified in accordance with paragraph J of this Agreement.

J. Notification of Station Assignments

1. Each country shall notify the other any assignment of a television station within 30 days following the date of grant of

authorization of such television station within the scope of this Agreement. The notification shall include the following information:

a. Transmitter location (city, longitude and latitude);
b. Channel number, including offset designator, as case may be;
c. Video carrier frequency;
d. Antenna height;
e. Effective radiated power in the horizontal plane;
f. Call letters.

2. Subsequent notifications shall be made within 30 days of the grant of any authorization to modify the particulars for a station which has been notified pursuant to paragraph J.1 above.

3. The date of entry into regular operation of any station shall be notified within 30 days following such a date.

K. Cooperation and Exchange of Information

The administrations of the respective countries will exchange information and cooperate with each other for the purpose of minimizing interference and obtaining maximum efficiency in the use of television channels.

L. Tables A, B and C and Figure 1

The following Tables A, B and C and Figure 1 are an integral part of this Agreement.

M. Enter into Force

This Agreement shall enter into force upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that the formalities required by national legislation have been completed.[1]

N. Termination

This Agreement may be terminated by either Party by giving a written notice of termination to the other Party. Termination shall take effect one year after the date of the receipt of the notice thereof.

---

[1] Jan. 17, 1983.

Done in duplicate at Mexico, D. F., in the English and Spanish languages, both versions being equally authentic, this 18 day of the month of June of the year One Thousand Nine Hundred Eighty-Two.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

John Gavin
Ambassador

FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES

Lic. Emilio Mujica Montoya
Secretary of Communications
and Transportation

Enclosures:

1. Tables A, B and C
2. Figure 1

## TABLE A

### MEXICO

### Baja California

| | | | | | |
|---|---|---|---|---|---|
| El Golfo | 56 | | | | |
| Ensenada | 17 | 23 | 29+ | | |
| Mexicali | 14+ | 20+ | 32+ | 38 | |
| San Felipe | 30+ | | | | |
| San Quintin | 36 | | | | |
| San Telmo | 18+ | | | | |
| Santo Tomas | 59 | | | | |
| Sauzal | 35 | 41 | 61 | | |
| Tecate | 49 | 67 | | | |
| Tijuana | 21- | 27 | 33 | 45 | 57 |

### Chihuahua

| | | | | |
|---|---|---|---|---|
| Chihuahua | 14- | 20 | 26- | |
| Ciudad Camargo | 17 | 23 | | |
| Ciudad Cuauhtemoc | 16+ | 22+ | | |
| Ciudad Delicias | 44- | 50- | | |
| Ciudad Jimenez | 19 | 25 | | |
| Ciudad Juarez | 20+ | 32- | 44 | 56 |
| Hidalgo del Parral | 15+ | 21+ | | |
| Las Minas | 17+ | 23- | | |
| Las Palomas | 27+ | | | |
| Meoqui | 56 | | | |
| Nuevo Casas Grandes | 18+ | 24+ | 30 | |
| Ojinaga | 15 | | | |
| San Buenaventura | 21- | | | |

### Coahuila

| | | | |
|---|---|---|---|
| Ciudad Acuna | 34 | 40+ | 58 |
| Cuatro Cienegas | 53 | | |
| Monclova | 29 | 35 | |
| Muzquiz | 41 | 47 | |
| Nueva Rosita | 17- | 23+ | |
| Parras | 17+ | 23- | |
| Piedras Negras. | 22 | 28 | 46 |
| Sabinas | 59 | 65 | |
| Saltillo | 25- | 44- | 50 |

### Nuevo Leon

| | | | | |
|---|---|---|---|---|
| Ciudad Anahuac | 49 | 62 | | |
| Linares | 15 | 21- | | |
| Montemorelos | 45- | 51 | | |
| Monterrey | 16 | 22+ | 28+ | 34- |
| Sabinas Hidalgo | 32 | 38 | | |

TABLE A (continued)

Sonora

| | | | | |
|---|---|---|---|---|
| Agua Prieta | 17+ | | | |
| Caborca | 21- | | | |
| Cananea | 26 | 56 | | |
| Hermosillo | 17- | 23 | 29 | 35- |
| Magdalena | 14 | 20- | | |
| Naco | 48 | | | |
| Nacozari | 25 | 31+ | | |
| Nogales | 22 | 38+ | 50+ | |
| Puerto Libertad | 18 | 24- | | |
| Puerto Penasco | 19+ | | | |
| San Javier | 38- | 44 | | |
| San Luis Rio Colorado | 44 | 50 | | |
| Sonoita | 25+ | 31- | | |
| Ures | 41 | 47 | | |

Tamaulipas

| | | | | |
|---|---|---|---|---|
| #Ciudad Camargo | 18 | 24 | | |
| #Ciudad Guerrero | 66 | | | |
| Ciudad Victoria | 14+ | 20 | 26+ | 32+ |
| #Matamoros | 14 | 54 | | |
| Nuevo Laredo | 21 | 33+ | 45 | |
| #Reynosa | 17 | 36 | | |
| #Rio Bravo | 42 | | | |
| #San Fernando | 19 | 25+ | | |
| #Valle Hermoso | 52 | | | |

## TABLE B

### UNITED STATES

#### Arizona

| | | | | | |
|---|---|---|---|---|---|
| Ajo | 23+ | | | | |
| Coolidge | 43 | | | | |
| Douglas | 28 | | | | |
| Globe | 14+ | | | | |
| Kingman | 14- | | | | |
| McNary | 22+ | | | | |
| Nogales | 16+ | | | | |
| Parker | 17- | | | | |
| Phoenix | 15- | 21 | 33 | 39 | |
| Prescott | 19 | | | | |
| Safford | 23+ | | | | |
| Tucson | 18- | 27- | 40 | | |
| Yuma | 16- | | | | |

#### California

| | | | | | |
|---|---|---|---|---|---|
| Anaheim | 56- | | | | |
| Barstow | 35+ | | | | |
| Blythe | 22- | | | | |
| Brawley | 26 | | | | |
| Corona | 52 | | | | |
| Indio | 19+ | | | | |
| Los Angeles | 22 | 28 | 34 | 58- | 68- |
| Oxnard | 63+ | | | | |
| Palm Springs | 36- | 42 | | | |
| Riverside | 46 | | | | |
| San Bernardino | 18- | 24- | 30 | | |
| San Diego | 15 | 39 | 51 | 69 | |
| Santa Ana | 40 | 50- | | | |
| Santa Barbara | 14 | 20 | 32 | | |
| Ventura | 16+ | | | | |

#### New Mexico

| | | | |
|---|---|---|---|
| Alamogordo | 18- | | |
| Carlsbad | 15+ | 25- | |
| Deming | 16 | | |
| Hobbs | 29+ | | |
| Las Cruces | 22- | 48+ | |
| Lovington | 19 | | |
| Roswell | 21- | 27- | 33+ |
| Socorro | 15- | | |

Texas

| | | | | |
|---|---|---|---|---|
| #Austin | 18+ | 24 | 36 | 42- |
| Big Spring | 14 | | | |
| #Brownsville | 23 | | | |
| #Corpus Christi | 16 | 28- | 38+ | |
| Del Rio | 24+ | | | |
| El Paso | 14 | 26+ | 38- | |
| #Harlingen | 44 | 60 | | |
| #Laredo | 27- | 39 | | |
| #McAllen | 48 | | | |
| Midland | 18 | | | |
| Odessa | 24- | 30 | 36+ | |
| San Angelo | 21+ | | | |
| #San Antonio | 23- | 29+ | 41+ | |
| #Victoria | 19+ | 25 | | |

## TABLE C
## CO-CHANNEL SEPARATIONS

The minimum co-channel separation is 330 kilometers (205 miles) between co-channel allotments when both are designated by # in Tables A and B. The minimum co-channel separation is 280 kilometèrs (175 miles) in all other cases.

### OTHER SEPARATIONS

| (1) Channel | (2) 32 Km 20 miles (IF beat) | (3) 32 Km 20 miles (inter-modulation) | (4) 90 Km 55 miles (adjacent channel) | (5) 95 Km 60 miles (oscil-lator) | (6) 95 Km 60 miles (sound image) | (7) 120 Km 75 miles (picture image) |
|---|---|---|---|---|---|---|
| 14 | 22 | 16-19 | 15 | 21 | 28 | 29 |
| 15 | 23 | 17-20 | 14, 16 | 22 | 29 | 30 |
| 16 | 24 | 14, 18-21 | 15, 17 | 23 | 30 | 31 |
| 17 | 25 | 14-15, 19-22 | 16, 18 | 24 | 31 | 32 |
| 18 | 26 | 14-16, 20-23 | 17, 19 | 25 | 32 | 33 |
| 19 | 27 | 14-17, 21-24 | 18, 20 | 26 | 33 | 34 |
| 20 | 28 | 15-18, 22-25 | 19, 21 | 27 | 34 | 35 |
| 21 | 29 | 16-19, 23-26 | 20, 22 | 28, 14 | 35 | 36 |
| 22 | 30, 14 | 17-20, 24-27 | 21, 23 | 29, 15 | 36 | 37 |
| 23 | 31, 15 | 18-21, 25-28 | 22, 24 | 30, 16 | 37 | 38 |
| 24 | 32, 16 | 19-22, 26-29 | 23, 25 | 31, 17 | 38 | 39 |
| 25 | 33, 17 | 20-23, 27-30 | 24, 26 | 32, 18 | 39 | 40 |
| 26 | 34, 18 | 21-24, 28-31 | 25, 27 | 33, 19 | 40 | 41 |
| 27 | 35, 19 | 22-25, 29-32 | 26, 28 | 34, 20 | 41 | 42 |
| 28 | 36, 20 | 23-26, 30-33 | 27, 29 | 35, 21 | 42, 14 | 43 |
| 29 | 37, 21 | 24-27, 31-34 | 28, 30 | 36, 22 | 43, 15 | 44, 14 |
| 30 | 38, 22 | 25-28, 32-35 | 29, 31 | 37, 23 | 44, 16 | 45, 15 |
| 31 | 39, 23 | 26-29, 33-36 | 30, 32 | 38, 24 | 45, 17 | 46, 16 |
| 32 | 40, 24 | 27-30, 34-37 | 31, 33 | 39, 25 | 46, 18 | 47, 17 |
| 33 | 41, 25 | 28-31, 35-38 | 32, 34 | 40, 26 | 47, 19 | 48, 18 |
| 34 | 42, 26 | 29-32, 36-39 | 33, 35 | 41, 27 | 48, 20 | 49, 19 |
| 35 | 43, 27 | 30-33, 37-40 | 34, 36 | 42, 28 | 49, 21 | 50, 20 |
| 36 | 44, 28 | 31-34, 38-41 | 35, 37 | 43, 29 | 50, 22 | 51, 21 |
| 37 | 45, 29 | 32-35, 39-42 | 36, 38 | 44, 30 | 51, 23 | 52, 22 |
| 38 | 46, 30 | 33-36, 40-43 | 37, 39 | 45, 31 | 52, 24 | 53, 23 |
| 39 | 47, 31 | 34-37, 41-44 | 38, 40 | 46, 32 | 53, 25 | 54, 24 |
| 40 | 48, 32 | 35-38, 42-45 | 39, 41 | 47, 33 | 54, 26 | 55, 25 |
| 41 | 49, 33 | 36-39, 43-46 | 40, 42 | 48, 34 | 55, 27 | 56, 26 |
| 42 | 50, 34 | 37-40, 44-47 | 41, 43 | 49, 35 | 56, 28 | 57, 27 |
| 43 | 51, 35 | 38-41, 45-48 | 42, 44 | 50, 36 | 57, 29 | 58, 28 |
| 44 | 52, 36 | 39-42, 46-49 | 43, 45 | 51, 37 | 58, 30 | 59, 29 |
| 45 | 53, 37 | 40-43, 47-50 | 44, 46 | 52, 38 | 59, 31 | 60, 30 |
| 46 | 54, 38 | 41-44, 48-51 | 45, 47 | 53, 39 | 60, 32 | 61, 31 |
| 47 | 55, 39 | 42-45, 49-52 | 46, 48 | 54, 40 | 61, 33 | 62, 32 |
| 48 | 56, 40 | 43-46, 50-53 | 47, 49 | 55, 41 | 62, 34 | 63, 33 |
| 49 | 57, 41 | 44-47, 51-54 | 48, 50 | 56, 42 | 63, 35 | 64, 34 |

TABLE C (continued)

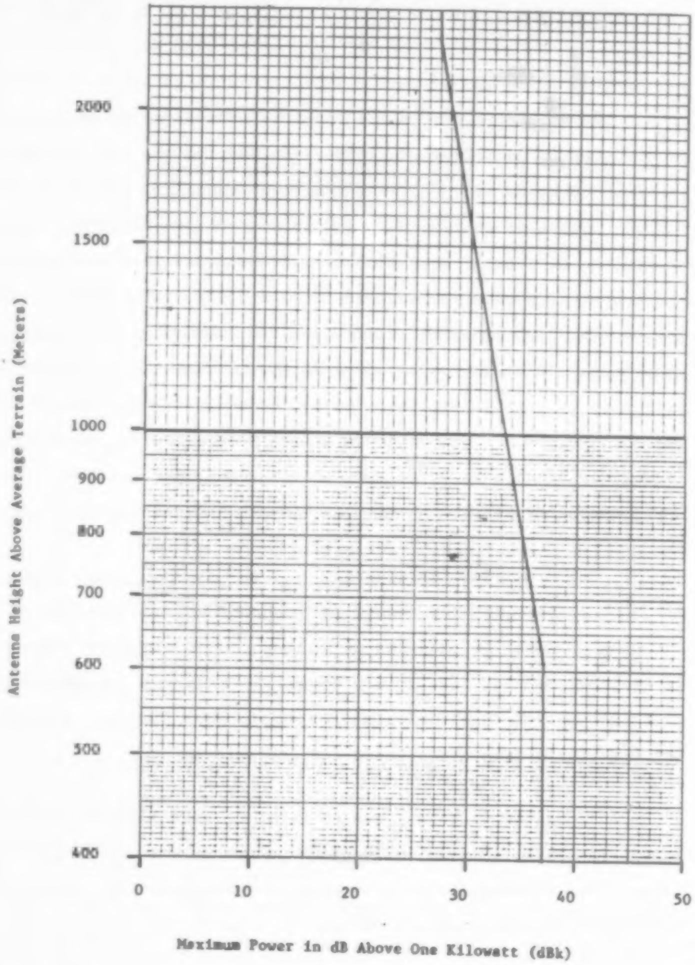
OTHER SEPARATIONS (continued)

| (1) Channel | (2) 32 Km 20 miles (IF beat) | (3) 32 Km 20 miles (inter-modulation) | (4) 90 Km 55 miles (adjacent channel) | (5) 95 Km 60 miles (oscil-lator) | (6) 95 Km 60 miles (sound image) | (7) 120 Km 75 miles (picture image) |
|---|---|---|---|---|---|---|
| 50 | 58, 42 | 45-48, 52-55 | 49, 51 | 57, 43 | 64, 36 | 65, 35 |
| 51 | 59, 43 | 46-49, 53-56 | 50, 52 | 58, 44 | 65, 37 | 66, 36 |
| 52 | 60, 44 | 47-50, 54-57 | 51, 53 | 59, 45 | 66, 38 | 67, 37 |
| 53 | 61, 45 | 48-51, 55-58 | 52, 54 | 60, 46 | 67, 39 | 68, 38 |
| 54 | 62, 46 | 49-52, 56-59 | 53, 55 | 61, 47 | 68, 40 | 69, 39 |
| 55 | 63, 47 | 50-53, 57-60 | 54, 56 | 62, 48 | 69, 41 | 40 |
| 56 | 64, 48 | 51-54, 58-61 | 55, 57 | 63, 49 | 42 | 41 |
| 57 | 65, 49 | 52-55, 59-62 | 56, 58 | 64, 50 | 43 | 42 |
| 58 | 66, 50 | 53-56, 60-63 | 57, 59 | 65, 51 | 44 | 43 |
| 59 | 67, 51 | 54-57, 61-64 | 58, 60 | 66, 52 | 45 | 44 |
| 60 | 68, 52 | 55-58, 62-65 | 59, 61 | 67, 53 | 46 | 45 |
| 61 | 69, 53 | 56-59, 63-66 | 60, 62 | 68, 54 | 47 | 46 |
| 62 | 54 | 57-60, 64-67 | 61, 63 | 69, 55 | 48 | 47 |
| 63 | 55 | 58-61, 65-68 | 62, 64 | 56 | 49 | 48 |
| 64 | 56 | 59-62, 66-69 | 63, 65 | 57 | 50 | 49 |
| 65 | 57 | 60-63, 67-69 | 64, 66 | 58 | 51 | 50 |
| 66 | 58 | 61-64, 68-69 | 65, 67 | 59 | 52 | 51 |
| 67 | 59 | 62-65, 69 | 66, 68 | 60 | 53 | 52 |
| 68 | 60 | 63-66 | 67, 69 | 61 | 54 | 53 |
| 69 | 61 | 64-67 | 68 | 62 | 55 | 54 |

NOTE: The parenthetical reference beneath the distance figures in columns (2) through (7), inclusive, indicate, in abbreviated form, the bases for the required distance separations. The hyphenated numbers listed in column (3) are both inclusive.

Figure 1

MAXIMUM POWER versus ANTENNA HEIGHT



# ACUERDO RELATIVO A LA ASIGNACION Y UTILIZACION DE CANALES DE RADIODIFUSION PARA TELEVISION EN EL RANGO DE FRECUENCIAS DE 470-806 MHZ (CANALES 14-69) A LO LARGO DE LA FRONTERA ESTADOS UNIDOS-MEXICO

Teniendo en cuenta las pláticas sostenidas en México, D.F., el 21 y el 22 de febrero de 1980, y en Washington, D.C., el 15 y el 16 de octubre de 1980, entre representantes de los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos sobre la atribución de canales de ultra altas frecuencias para el servicio móvil terrestre y para el servicio de televisión, y teniendo en cuenta también las disposiciones pertinentes del Artículo 31 del Convenio Internacional de Telecomunicaciones (Málaga-Torremolinos, 1973) y de los Artículos 6, 7 y 8 del Reglamento de Radiocomunicaciones (Ginebra, 1979), ambos Gobiernos han convenido en el uso respectivo de los canales de radiodifusión para televisión en el rango de frecuencias de 470-806 MHz (canales 14-69) de acuerdo con las siguientes disposiciones:

## A. Finalidad del Acuerdo

1. Este Acuerdo regirá la asignación y utilización de los cincuenta y seis (56) canales en la banda de ultra altas frecuencias de radiodifusión en los Estados Unidos de América y los Estados Unidos Mexicanos en localidades dentro de los 320 kilómetros (199 millas) del territorio fronterizo entre los dos países.

A partir de la entrada en vigor de este Acuerdo, quedará derogado cualquier acuerdo anterior que sobre asignación de canales de ultra altas frecuencias para estaciones fronterizas de televisión exista entre Estados Unidos y México.

2. Para determinar si la asignación a una estación dada está incluida dentro del área especificada en el párrafo A.1 anterior, la

best copy available

ubicación de la estación se determinará por la ubicación del transmisor. Cuando se presenten dificultades debidas a una información geográfica incierta para determinar con precisión si la ubicación de un transmisor dado se encuentra o no dentro del área descrita en el párrafo A.1 anterior, el país en el que la estación estará localizada proporcionará al otro país la mejor información disponible con relación a la ubicación del sitio propuesto. Si el otro país tiene alguna duda con respecto al sitio, informará al país que hace la proposición dentro de los 30 días siguientes al recibo de la información descrita anteriormente. Cualquier diferencia de opinión en cuanto a si la asignación a la estación propuesta está dentro del área descrita en el párrafo A.1 anterior, será resuelta antes que la operación de la estación en cuestión sea autorizada.

B. Potencia de las Estaciones

1. La máxima potencia radiada aparente en el plano horizontal de cualquier estación autorizada de conformidad con este Acuerdo, no excederá de 5 megawatts (5 000 kilowatts).

2. Cada país podrá autorizar estaciones que operen con potencias menores a las estipuladas anteriormente, pero la autorización de potencias menores no impedirá la autorización de la potencia máxima permisible en una fecha posterior, excepto para asignaciones con separación menor negociadas especialmente.

C. Altura de la Antena

La altura máxima de la antena sobre el nivel del terreno promedio entre 3.2 y 16 kilómetros (2 y 10 millas) es 610 metros (2 000 pies). Cuando este límite sea excedido, la potencia máxima permitida deberá ser reducida de conformidad con la gráfica anexa como Figura 1.

D. Desviación de la Frecuencia Portadora de Video

Con el fin de obtener la relación más favorable posible de señales deseadas y no deseadas, así como las máximas áreas de servicio para cualquier grupo de tres estaciones operando en el mismo canal, la frecuencia portadora de video de dos de estas estaciones deberá estar desviada en más o menos 10 kilohertz respectivamente. Son adoptadas las desviaciones de frecuencia portadora que figuran en los Cuadros A y B.

E. Tolerancia de Frecuencia

Las frecuencias de operación de las estaciones asignadas de conformidad con el presente Acuerdo deberán mantenerse dentro de ± 1 kilohertz de la frecuencia normal o de la frecuencia de desviación requeridas de conformidad con los Cuadros A y B.

F. Plan de Adjudicaciones

Se está de acuerdo con la adjudicación de canales que figura en los Cuadros A y B.

G. Ubicación de los Transmisores

Cualquier transmisor de televisión deberá estar situado para servir a la ciudad a la que ha sido asignado el canal y para obtener la mayor eficiencia posible del plan de adjudicaciones. Cada país deberá acatar las distancias especificadas en el Cuadro C al determinar la ubicación del transmisor para las estaciones que presten servicio a las poblaciones especificadas en los Cuadros A y B. Sin embargo, previo acuerdo de ambos países en casos particulares, podrán utilizarse otras distancias. Las asignaciones con separación menor negociadas especialmente, serán incluidas en los Cuadros A y B y serán identificadas con un asterisco (*), además de especificar sus limitaciones operacionales. Al determinar si la ubicación de un transmisor propuesto cumple con las distancias especificadas en el Cuadro C, deberán seguirse los siguientes procedimientos:

a. En aquellos casos en que la ubicación de los transmisores no haya sido determinada en el otro país, las distancias deberán medirse de la ubicación propuesta del transmisor en uno de los países, al centro de las poblaciones correspondientes en el otro país.

b. Cuando la ubicación de los transmisores haya sido determinada en el otro país y los datos particulares de los mismos hayan sido debidamente notificados, las distancias deberán medirse desde la ubicación propuesta en uno de los países a las ubicaciones ya determinadas en el otro país.

H. Modificaciones en los Cuadros

1. Es la intención de los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos, que se efectúen modificaciones en los Cuadros A y B anexos, cuando dichas modificaciones sean en beneficio de las finalidades perseguidas por el presente Acuerdo y conduzcan al mantenimiento de una máxima eficiencia en la utilización de los canales de televisión.

2. Cualquiera de los dos países que desee llevar a cabo una modificación que dé como resultado un arreglo técnico más satisfactorio de sus facilidades, deberá notificar por escrito al otro país la modificación propuesta. Si hay objeción a la modificación propuesta, dicha objeción deberá ser presentada por escrito al país proponente dentro de los 30 días siguientes al recibo de la notificación de la modificación propuesta. Si no se presenta dicha objeción dentro de los 45 días siguientes a la fecha de la notificación por escrito, o en caso de haberse llegado a alguna solución en cuanto a las diferencias que hayan surgido por dicha objeción, deberán considerarse como enmendados los Cuadros A o B o ambos, para ajustarse a la modificación propuesta.

I. Utilización de los Canales 55 a 69, inclusive

Cada país puede realizar asignaciones a estaciones con potencias radiadas aparentes cuyo valor cuadrático medio (R C M) no exceda de los 100 watts, en lugares ubicados más allá de los 40 kilómetros (25 millas) de la frontera común en los canales del 55 al 69, inclusive, sin notificación al otro país. Las asignaciones efectuadas a 40 kilómetros (25 millas) o menos de la frontera, serán notificadas de conformidad con el párrafo J del presente Acuerdo.

J. Notificación de Asignaciones a Estaciones

1. Cada país deberá notificar al otro cualquier asignación para una estación de televisión, dentro de los 30 días siguientes a la fecha del otorgamiento de la autorización correspondiente, de conformidad con las finalidades del presente Acuerdo. Dicha notificación deberá incluir la siguiente información:

a. Ubicación del transmisor (ciudad, longitud y latitud);

b. Número del Canal, incluyendo el indicador de desviación, si es el caso;

c. Frecuencia portadora de video;

d. Altura de la antena;

e. Potencia radiada aparente en el plano horizontal;

f. Distintivo de llamada.

2. Se deberán realizar notificaciones subsecuentes dentro de los

30 días siguientes al otorgamiento de cualquier autorización para modificar las características particulares de una estación que haya sido previamente notificada de conformidad con las disposiciones del párrafo J.1 anterior.

3. La fecha de entrada en operación regular de cualquier estación deberá ser notificada dentro de los 30 días siguientes a dicha fecha.

K. Cooperación e Intercambio de Información

Las administraciones de los países respectivos intercambiarán información y cooperarán entre sí con vistas a la disminución de interferencias y para obtener una eficiencia máxima en la utilización de los canales de televisión.

L. Cuadros A, B y C y Figura 1

Los siguientes Cuadros A, B y C, y la Figura 1, constituyen parte integral del presente Acuerdo.

M. Entrada en Vigor

Este Acuerdo entrará en vigor al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que se ha cumplido con las formalidades exigidas por su legislación nacional.

N. Denuncia del Acuerdo

El presente Acuerdo puede darse por terminado por cualquiera de las Partes, mediante aviso de denuncia por escrito a la otra Parte. La terminación surtirá sus efectos un año después de la fecha de recepción del aviso de denuncia.

Hecho en duplicado en México, D.F., en los idiomas inglés y español, siendo ambos textos igualmente válidos, a los dieciocho días del mes de junio del año de mil novecientos ochenta y dos.

| | |
|---|---|
| Por el Gobierno de los<br>Estados Unidos de América | Por el Gobierno de los<br>Estados Unidos Mexicanos |
| John Gavin<br>Embajador. | Lic. Emilio Mújica Montoya<br>Secretario de Comunicaciones<br>y Transportes. |

Anexos:

1. Cuadros A, B y C;
2. Figura 1.

## CUADRO A

## MEXICO

Véanse los cuadros en las páginas 7-8.

## CUADRO B

## ESTADOS UNIDOS

Véanse los cuadros en las páginas 9-10.

## CUADRO C

## SEPARACION EN EL MISMO CANAL

La separación mínima en un mismo canal es de 330 kilómetros (205 millas) entre asignaciones en un mismo canal cuando ambas aparecen precedidas por el signo # en los cuadros A y B. La separación mínima en un mismo canal es de 280 kilómetros (175 millas) en todos los demás casos.

| | OTRAS SEPARACIONES | | | | | |
|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| Canal | 32 km. 20 millas (Batido de FI) | 32 km. 20 millas (intermodulación) | 90 km. 55 millas (canal adyacente) | 95 km. 60 millas (oscilador) | 95 km. 60 millas (sonido del canal de imagen) | 120 km. 75 millas (figura del canal de imagen) |
| 14 | 22 | 16-19 | 15 | 21 | 28 | 29 |
| 15 | 23 | 17-20 | 14, 16 | 22 | 29 | 30 |
| 16 | 24 | 14, 18-21 | 15, 17 | 23 | 30 | 31 |
| 17 | 25 | 14-15, 19-22 | 16, 18 | 24 | 31 | 32 |
| 18 | 26 | 14-16, 20-23 | 17, 19 | 25 | 32 | 33 |
| 19 | 27 | 14-17, 21-24 | 18, 20 | 26 | 33 | 34 |
| 20 | 28 | 15-18, 22-25 | 19, 21 | 27 | 34 | 35 |
| 21 | 29 | 16-19, 23-26 | 20, 22 | 28, 14 | 35 | 36 |
| 22 | 30, 14 | 17-20, 24-27 | 21, 23 | 29, 15 | 36 | 37 |
| 23 | 31, 15 | 18-21, 25-28 | 22, 24 | 30, 16 | 37 | 38 |
| 24 | 32, 16 | 19-22, 26-29 | 23, 25 | 31, 17 | 38 | 39 |
| 25 | 33, 17 | 20-23, 27-30 | 24, 26 | 32, 18 | 39 | 40 |
| 26 | 34, 18 | 21-24, 28-31 | 25, 27 | 33, 19 | 40 | 41 |

CUADRO C (continuación)

OTRAS SEPARACIONES (continuación)

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| 27 | 35, 19 | 22-25, 29-32 | 26, 28 | 34, 20 | 41 | 42 |
| 28 | 36, 20 | 23-26, 30-33 | 27, 29 | 35, 21 | 42, 14 | 43 |
| 29 | 37, 21 | 24-27, 31-34 | 28, 30 | 36, 22 | 43, 15 | 44, 14 |
| 30 | 38, 22 | 25-28, 32-35 | 29, 31 | 37, 23 | 44, 16 | 45, 15 |
| 31 | 39, 23 | 26-29, 33-36 | 30, 32 | 38, 24 | 45, 17 | 46, 16 |
| 32 | 40, 24 | 27-30, 34-37 | 31, 33 | 39, 25 | 46, 18 | 47, 17 |
| 33 | 41, 25 | 28-31, 35-38 | 32, 34 | 40, 26 | 47, 19 | 48, 18 |
| 34 | 42, 26 | 29-32, 36-39 | 33, 35 | 41, 27 | 48, 20 | 49, 19 |
| 35 | 43, 27 | 30-33, 37-40 | 34, 36 | 42, 28 | 49, 21 | 50, 20 |
| 36 | 44, 28 | 31-34, 38-41 | 35, 37 | 43, 29 | 50, 22 | 51, 21 |
| 37 | 45, 29 | 32-35, 39-42 | 36, 38 | 44, 30 | 51, 23 | 52, 22 |
| 38 | 46, 30 | 33-36, 40-43 | 37, 39 | 45, 31 | 52, 24 | 53, 23 |
| 39 | 47, 31 | 34-37, 41-44 | 38, 40 | 46, 32 | 53, 25 | 54, 24 |
| 40 | 48, 32 | 35-38, 42-45 | 39, 41 | 47, 33 | 54, 26 | 55, 25 |
| 41 | 49, 33 | 36-39, 43-46 | 40, 42 | 48, 34 | 55, 27 | 56, 26 |
| 42 | 50, 34 | 37-40, 44-47 | 41, 43 | 49, 35 | 56, 28 | 57, 27 |
| 43 | 51, 35 | 38-41, 45-48 | 42, 44 | 50, 36 | 57, 29 | 58, 28 |
| 44 | 52, 36 | 39-42, 46-49 | 43, 45 | 51, 37 | 58, 30 | 59, 29 |
| 45 | 53, 37 | 40-43, 47-50 | 44, 46 | 52, 38 | 59, 31 | 60, 30 |
| 46 | 54, 38 | 41-44, 48-51 | 45, 47 | 53, 39 | 60, 32 | 61, 31 |
| 47 | 55, 39 | 42-45, 49-52 | 46, 48 | 54, 40 | 61, 33 | 62, 32 |
| 48 | 56, 40 | 43-46, 50-53 | 47, 49 | 55, 41 | 62, 34 | 63, 33 |
| 49 | 57, 41 | 44-47, 51-54 | 48, 50 | 56, 42 | 63, 35 | 64, 34 |
| 50 | 58, 42 | 45-48, 52-55 | 49, 51 | 57, 43 | 64, 36 | 65, 35 |

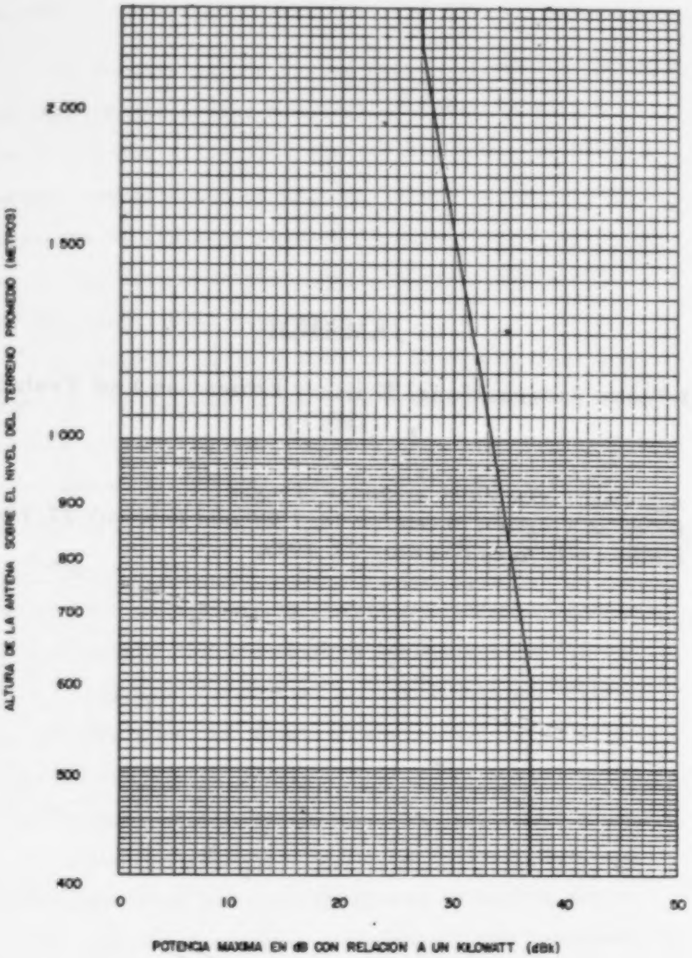
CUADRO C (continuación)

OTRAS SEPARACIONES (continuación)

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|---|---|---|---|---|---|
| 51 | 59, 43 | 46-49, 53-56 | 50, 52 | 58, 44 | 65, 37 | 66, 36 |
| 52 | 60, 44 | 47-50, 54-57 | 51, 53 | 59, 45 | 66, 38 | 67, 37 |
| 53 | 61, 45 | 48-51, 55-58 | 52, 54 | 60, 46 | 67, 39 | 68, 38 |
| 54 | 62, 46 | 49-52, 56-59 | 53, 55 | 61, 47 | 68, 40 | 69, 39 |
| 55 | 63, 47 | 50-53, 57-60 | 54, 56 | 62, 48 | 69, 41 | 40 |
| 56 | 64, 48 | 51-54, 58-61 | 55, 57 | 63, 49 | 42 | 41 |
| 57 | 65, 49 | 52-55, 59-62 | 56, 58 | 64, 50 | 43 | 42 |
| 58 | 66, 50 | 53-56, 60-63 | 57, 59 | 65, 51 | 44 | 43 |
| 59 | 67, 51 | 54-57, 61-64 | 58, 60 | 66, 52 | 45 | 44 |
| 60 | 68, 52 | 55-58, 62-65 | 59, 61 | 67, 53 | 46 | 45 |
| 61 | 69, 53 | 56-59, 63-66 | 60, 62 | 68, 54 | 47 | 46 |
| 62 | 54 | 57-60, 64-67 | 61, 63 | 69, 55 | 48 | 47 |
| 63 | 55 | 58-61, 65-68 | 62, 64 | 56 | 49 | 48 |
| 64 | 56 | 59-62, 66-69 | 63, 65 | 57 | 50 | 49 |
| 65 | 57 | 60-63, 67-69 | 64, 66 | 58 | 51 | 50 |
| 66 | 58 | 61-64, 68-69 | 65, 67 | 59 | 52 | 51 |
| 67 | 59 | 62-65, 69 | 66, 68 | 60 | 53 | 52 |
| 68 | 60 | 63-66, | 67, 69 | 61 | 54 | 53 |
| 69 | 61 | 64-67, | 68 | 62 | 55 | 54 |

NOTA: La referencia entre paréntesis que figura debajo de las cifras relativas a la distancia en millas en las columnas de la 2 a la 7 ambas inclusive, indican, en forma abreviada las bases para la separación en millas requerida. Los números separados por guión en la columna (3) son ambos inclusive.

FIGURA 1 MAXIMA POTENCIA CONTRA ALTURA DE ANTENA



# JAMAICA

## Defense: International Military Education and Training (IMET)

*Agreement effected by exchange of notes*
*Dated at Kingston November 13, 1980 and February 17, 1981;*
*Entered into force February 17, 1981.*

### *The American Embassy to the Jamaican Ministry of Foreign Affairs*

No. 323

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Jamaica and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

-- That the recipient government will not, without the consent of the United States government--

- -- Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
- -- Transfer or permit any officer, employee, or agent of the recipient government to transfer such a training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

-- Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government.

-- That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government;

-- That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the use of such training (including training materials; and

-- That the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of Jamaica may include training related to defense articles with respect to which the agreement of the Government of Jamaica to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Jamaica, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Government of Jamaica the assurance of its high consideration.

Embassy of the United States of America,
Kingston, Jamaica,
November 13, 1980.

### *The Jamaican Ministry of Foreign Affairs to the American Embassy*

Jamaican Foreign Service

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to its note No. 323 dated 13th November, 1980, concerning the provision of training related to defence articles under the United States International Military Education and Training (IMET) Programme.

The Government of Jamaica has a keen interest in this programme and is anxious to utilise the much needed assistance offered to the Jamaica Defence Force (JDF) by the United States Government.

The Government of Jamaica accepts the conditions attached to the IMET Programme. Accordingly, the Government of Jamaica agrees that this note and the Embassy's note No. 323, shall constitute an agreement between the two Governments on this subject, to be effective from the date of this Ministry's note in reply.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
Kingston, Jamaica
17th February, 1981

# JAPAN

## Atomic Energy: Technical Exchange in Regulatory Matters

*Arrangement signed at Washington and Tokyo September 12 and 29, 1980;*
*Entered into force September 29, 1980.*
*With memorandum of intent.*

# TECHNICAL EXCHANGE ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.),
THE JAPAN NUCLEAR SAFETY BUREAU
(J.N.S.B.),
AND
THE AGENCY OF NATURAL RESOURCES AND ENERGY
(A.N.R.E.)
IN THE FIELD OF REGULATORY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.), the Japan Nuclear Safety Bureau (hereinafter called the J.N.S.B.), and the Agency of Natural Resources and Energy (hereinafter called the A.N.R.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on May 18 and 30, 1974,[1] between the United States Atomic Energy Commission, the Japan Atomic Energy Bureau, and the A.N.R.E., but continued after January 19, 1975, as between the U.S.N.R.C., the J.N.S.B., and the A.N.R.E.;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement and, accordingly, having continued their cooperation pending the execution of this Arrangement;

---

[1] TIAS 8341; 27 UST 2696.

Have agreed as follows:

## I. SCOPE OF THE ARRANGEMENT

### 1. Technical Information Exchange

To the extent that the U.S.N.R.C., J.N.S.B., and A.N.R.E. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities.

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the J.N.S.B. and A.N.R.E. as similar to certain facilities being built or planned in Japan and equivalent documents on such Japanese facilities.

d. Information in the field of nuclear safety research that requires early attention in the interest of public safety.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the health, safety, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

2. Exchange of Regulatory Standards

a. Each party will inform the other of specific subjects on which regulatory standards development work is underway, or that is planned, and approximate schedules for moving work forward on these subjects.

b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

## II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be

accompanied by an abstract in English, 250 words or less, describing its scope and content.

4. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

5. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

6. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

## III. EXCHANGE AND USE OF INFORMATION

### 1. General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary or other privileged information as may be exchanged hereunder.

### 2. Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains commercial or financial information which is privileged.

c. The term "other privileged information" means information, other than "proprietary information," which is protected from unauthorized disclosure by the Government of the transmitting party, and which has been transmitted and received in confidence.

3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated ________________ between the United States Nuclear Regulatory Commission, the Japan Nuclear Safety Bureau, and the Agency of Natural Resources and Energy and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Japan without the prior approval of ( name of submitting party ). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

4. Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party (including contractors of these organizations) to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only in work within the terms of the permit or license granted to these organizations,

Provided that any dissemination of proprietary information under (1) and (2), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for

Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other privileged information has placed the recipient on notice as to the character of the information communicated.

8. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

1. This Arrangement shall enter into force upon the last of the dates on which it is signed and, subject to paragraph IV.2.

of this Article, shall remain in force for five years unless extended for a further period of time by agreement between the parties.

2. Any party may withdraw from the present Arrangement after providing the other parties written notice 90 days prior to its intended date of withdrawal.

The present Arrangement is established in two originals, one in English and one in the Japanese language, each text being equally authentic.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: [1]

TITLE: Executive Director for Operations (Acting)

DATE: SEP 1 2 1980

FOR THE JAPAN NUCLEAR SAFETY BUREAU

BY: [2]

TITLE: Deputy Director General

DATE: SEP. 29, 1980

FOR THE AGENCY OF NATURAL RESOURCES AND ENERGY

BY: K. Kodama [3]

TITLE: Councillor

DATE: SEP. 29, 1980

---

[1] William J. Dircks.

[2] H. Gotoh.

[3] K. Kodama.

# 原子力の規制分野における技術情報交換のための科学技術庁原子力安全局、通商産業省資源エネルギー庁及び米国原子力規制委員会との間の取極

原子力安全局（以下「J.N.S.B.」という。）資源エネルギー庁（以下「A.N.R.E.」という。）及び米国原子力規制委員会（以下「U.S.N.R.C.」という。）は、規制事項に関する情報並びに原子力施設の安全性及び環境に対する影響を規制するために上記機関により要求され又は勧告された規制基準に係る情報を相互に継続的に交換する意義にかんがみ、１９７４年５月１８日、３０日付原子力局、資源エネルギー庁及び米国原子力委員会（１９７６[1]年１月１９日付J.M.S.B.，A.N.R.E.及びU.S.N.R.C.に変更）との間で署名された「原子力安全規制の分野の情報交換取極」に基づき、過去５年間にわたり確立された協力関係を相互に継続するために、本取極が発効するまでの間も協力関係を継続しつつ、以下のとおり合意した。

I　取極の範囲

１.　技術情報交換

技術情報交換の範囲は、J.N.S.B.，A.N.R.E.及びU.S.N.R.C.（以下「当事者」という。）のそれぞれ当事者国の法律、規制類に基づき許容されている範囲内とする。

当事者は指定された原子力施設の安全性及び環境に対する影響の規制に関する以下のような技術情報を交換することに同意する。

a　各当事者によつて、又は各当事者のために策定された規制に関する決定及び政策の基礎若しくは参考となる技術的安全性及び環境に対する影響に関する時事的な報告書

b　原子力施設に影響を及ぼす重要な許認可及び安全性、環境に係る決定事項

c　J.M.S.B.及びA.N.R.E.がその国内において建設中又は計画中の施設に類似しているとして指定した米国の施設に関するU.S.N.R.C.の許可、規制の過程における詳細な書類並びに日本の施設に関する同様の書類

d　公衆の安全に関し、早期に注目すべき原子力安全研究分野に係る情報

e，原子力施設の故障事故及び停止の報告書、機器及びシステムの信頼性データ等運転経験に関する報告書

f　原子力施設に関する公衆の安全及び環境に対する影響の評価に係る規制手続き

---

[1] Should read "1975".

g　重要な運転事象、政府の指示による原子炉の停止等他方の当事者に対し直ちに影響を及ぼすような重要事象の早期通知

2　規制基準の交換

a　各当事者は、規制基準作成の作業が行われ又は計画されている特定の課題、並びにこれらの課題に関する作業のおよその進行予定について情報を交換する。

b　一方の当事者の規制当局によつて適用の要求又は提案のあつた規制基準の写しは、他方の当事者が適時利用することができる。

Ⅱ　運　用

1.　本取極の下での情報交換は、書簡、報告書、その他の書類又は、事前に準備された訪問や会合によつて実施される。会合は情報交換に関するレビュー、取極各項の改訂、情報交換に係るトピックスの討議等のため毎年１回又は双方の合意に基づき随時開催されるものとする。

これらの会合の時期、場所及び議題は事前に合意されたものとする。

この取極に基づく訪問は、そのスケジュール等を含め、事前に調整官の了解を得ておくこととする。

2　本交換に係る全般的な調整の任にあたるため、各当事者は調整官を指名する。特段の合意がある他、本交換に基づき送付されたあらゆる書類(すべての書簡の写しを含む)の受取人は調整官とする。

調整官は本交換取極の期間内において、交換の対象となる原子力施設の指定、交換されるべき特定の書類及び基準に関する合意を含め、本交換の充実の任務にあたる。

3.　調整官は、交換される書類の写しの部数を決定する。

それぞれの書類には、英文の概要（２５０語以内）を添付するものとする。

4.　本取極に基づき当事者間で交換又は送付された情報の適用、利用は受取方当事者の責任のもとで行われる。

提供された情報の受取方当事者における特別な適用又は利用に関し、提供者当事者は適切性を保証するものではない。

5.　本取極の範囲における情報が、当事者では求めに応じられないが、当事者国の他の政府機関において求めに応じられると認められるような場合、各当事者は他方の当事者に対し、適当な他の政府機関への訪問の準備、及びその情報についての調査の依頼によつて可能な限り助力するものとする。

以上は他の政府機関のそのような情報の提供又は訪問者の受け入れについての同意を規定しているものではない。

6. 本取極により、各当事者国の国内法規、規則、政策方針との間に矛盾した措置をとることを各当事者は要求されるものではない。

本取極に条項と各当事者の国内法規、規則、政策方針との間に矛盾が生じることとなる場合は、両当事者間で事前に協議するものとする。

Ⅱ 情報の交換と利用

1. 一　般

両当事者は財産的情報又はその他の特典的情報を保護する必要性を条件として本取極に基づき提供され又は交換された情報を可能な限り広く配布することを認める。

2. 定　義（Ⅱにおいて使用される。）

a 「情報」とは、研究及び開発の結果又は方法に関する情報を含む原子力関係の規制、安全性、科学的又は技術的データ、並びに本取極に基づき提供又は交換されようとするその他の知見を言う。

b 「財産的情報」とは、商業的又は財産的情報で特典的なものを含んだ情報を言う。

c 「その他の特典的情報」とは、提供方当事者の政府によつて一般に公開から保護されている情報（「財産的情報」を除く。）であつて、部内限りとして提供され、かつ受取られる情報を言う。

3. 財産的情報の文書の明記のための手続

この取極に基づき、財産的情報の文書の受取方当事者は、下記の制限的説明（又は実質的に同様な説明）が明確に記されていることを条件として、財産的情報の特典的性格を尊重するものとする。

「この文書は、（日付）付原子力安全局、資源エネルギー庁及び米国原子力規制委員会の間の取極に基づき部内限り扱いとされる財産的情報を含んでおり、（提出する当事者の名前）の事前の承認なく、当事者、そのコンサルタント、その契約者及び許認可をうけた者並びに米国政府及び日本国政府の関係・省庁以外に配布されてはならない。この注意書は、全部又は部分の複写する場合にも全て記されなくてはならない。この情報が所有者により、一般的に公開された場合は、これらの制限は自動的に解除されるものとする」

4. 財産的情報文書の配布

a 本取極に基づき受取つた財産的情報は、受取方、当事者の内部、被雇用者及び国内の関係省庁に事前の同意なく自由に配布されることを妨げない。

b aのほか、財産的情報は、次の場合には、事前の同意なく配布さ

れることを妨げない。

(1) 受取方当事者の国内の主又は副契約者若しくはコンサルタントに対し、当該財産的情報の内容に係る作業において受取方当事者との契約の範囲内に限つて利用する場合

(2) 受取方当事者の許認可した組織（その組織の契約者を含む）に対し、原子力の生産又は利用のための施設の建設、運転のため、若しくは核物質及び放射線源の使用のため、そのような財産的情報がそれらの組織に与えられた許認可の範囲内の作業においてのみ利用されることを条件として配布される場合

上記(1)及び(2)はケース・バイ・ケースで行われるものとし、「部内限りの取扱い」についての合意事項に従わねばならないことを条件とする。

c 本取極に基づき財産的情報を提供する当事者の事前の文書による同意があれば受取方当事者は、a b で認められている範囲以上にその財産的情報を配布できる。

このような場合を認めることの請求及び取得手続を行うことに、両当事者は協力しなくてはならない。この場合、各々の当事者は当事者国の政策、法律及び規則類で許されている範囲内で認めるものとする。

5. その他の特典的情報文書の明記のための手続

本取極に基づく「その他の特典的情報」受取方当事者は、特典的性格が明記され、かつ、次の説明が付されていることを条件としてその特典的性格を尊重しなければならない。

a この情報は提供方当事者の政府によつて一般に公開から保護されているとともに

b 部内限りの取り扱いが維持されるという条件で提供されている。

6. その他の特典的情報文書の配布

その他の特典的情報は、上記Ⅱ、4.財産的情報文書の配布と同様な方法により配布されることを妨げない。

7. 文書によらない財産的情報又はその他の特典的情報

本取極に基づき計画されたセミナー及びその他の会合において提供された文書によらない。財産的情報又はその他の特典的情報、若しくはスタッフ、施設の使用又は共同事業から生じる情報は、本取極における文書の情報に関する原則に従つて両当事者により取扱われなくてはならない。ただし、このような財産的情報又はその他の特権的情報は当事者が伝達する情報の性格に関して相手側に注意を促すことを条件とする。

8. 協　議

一方の当事者が何らかの理由により本取極の配布禁止条項に従うことができないか、又は、そうなることが予想されることに気付いた場合は、他方の当事者に直ちに連絡するとともに、両当事者は適切な措置を協議しなければならない。

9. その他

本取極外の情報源により、当事者による制限なく受取つた情報の使用又は配布について本取極は何ら妨げるものではない。

IV　最終条項

1. 本取極はこの条項の2を条件として、署名の日から効力を有するものとし、当事者間の合意による期間の延長がない限り、5年間有効なものとする。

2. 本取極は、一方の当事者が失効させようとする日より90日前に文書によつて他の当事者へ通知した場合失効する。

ひとしく正文である英語及び日本語により本書2通を作成した。

| | |
|---|---|
| 米国原子力規制委員会のために | 原子力安全局のために |
| 署名 | 署名　後藤宏 |
| 官職　米国原子力規制委員会<br>運営総局長代理 | 官職　原子力安全局次長 |
| 日付　1980年　9月12日 | 日付　1980年　9月29日 |

資源エネルギー庁のために

署名　児玉、勝臣

官職　資源エネルギー庁
長官官房審議官

日付　1980年　9月29日

## MEMORANDUM OF INTENT[1]

Subject: Technical Exchange Arrangement Between the United States Nuclear Regulatory Commission, the Japan Nuclear Safety Bureau, and the Agency of Natural Resources and Energy in the Field of Regulatory Matters

The nuclear safety information to be exchanged under the subject Arrangement, signed in the U.S. on September 12, 1980, and in Japan on September 29, 1980, is described in Section I. of the Arrangement. It is agreed that no nuclear information related to proliferation-sensitive technologies is included. No such information will be exchanged under this Arrangement.

| | | |
|---|---|---|
| For the Japan Nuclear Safety Bureau | For the Agency of Natural Resources and Energy | For the U.S. Nuclear Regulatory Commission |
| | K. Kodama | |
| Date SEP. 29, 1980 | Date SEP. 29, 1980 | Date SEP 12 1980 |

---

[1] Done in the English language only.

# FRANCE

## Narcotic Drugs: Coordination of Action Against Illicit Traffic

*Agreement extending the agreement of February 26, 1971, as amended and extended.*
*Signed at Jasper January 28, 1981;*
*Entered into force January 28, 1981.*

# AGREEMENT

between

# The DIRECTION GÉNÉRALE de la POLICE NATIONALE FRANÇAISE

(DIRECTION CENTRALE de la POLICE JUDICIAIRE)

and

# The UNITED STATES DRUG ENFORCEMENT ADMINISTRATION

## FOR THE CO-ORDINATION OF PREVENTIVE AND REPRESSIVE ACTION AGAINST ILLICIT TRAFFICKING IN NARCOTICS AND DANGEROUS DRUGS

SINGLE ARTICLE.-

The Agreement for the co-ordination of preventive and repressive action against illicit trafficking in narcotics and dangerous drugs, signed on February 26, 1971, between the Direction Generale de la Police Nationale Française (Direction Centrale de la Police Judiciaire) and the U.S. Bureau of Narcotics and Dangerous Drugs (which has been replaced by the Drug Enforcement Administration under the amendment of September 11, 1974) extended for five years under the agreement of March 9, 1976,[1] is further extended for a period of five years, subject to renewal on an annual basis by tacit agreement, unless abrogated with advanced notice of six months.

Done at Jasper (Canada) on January 28, 1981, in two copies, in both French and English, each of equal validity.

behalf of le Ministre de l'Intérieur
du Gouvernement de la République Française
behalf of le Directeur Général de la Police Nationale
Le DIRECTEUR CENTRAL de la POLICE JUDICIAIRE

Maurice BOUVIER

On behalf of the Attorney General
of the United States of America
The ADMINISTRATOR
of the DRUG ENFORCEMENT

Peter B. BENSINGER

---

[1] TIAS 8739; 28 UST 8045.

# ACCORD

entre

**La DIRECTION GÉNÉRALE de la POLICE NATIONALE FRANÇAISE**
(DIRECTION CENTRALE de la POLICE JUDICIAIRE)

et

**The UNITED STATES DRUG ENFORCEMENT ADMINISTRATION**

## POUR LA COORDINATION DE L'ACTION PRÉVENTIVE ET RÉPRESSIVE CONTRE LE TRAFIC ILLICITE DES STUPÉFIANTS ET DROGUES DANGEREUSES

ARTICLE UNIQUE.-

L'Accord pour la coordination de l'action préventive et répressive contre le trafic illicite des stupéfiants et des drogues dangereuses, signé le Vingt-Six Février Mil Neuf Cent Soixante et Onze entre la Direction Générale de la Police Nationale française (Direction Centrale de la Police Judiciaire) et le United States Bureau of Narcotics and Dangerous Drugs (auquel a été substituée la Drug Enforcement Administration par l'amendement du Onze Septembre Mil Neuf Cent Soixante Quatorze), prorogé pour cinq années par l'accord signé à San Francisco (U.S.A.) le Neuf Mars Mil Neuf Cent Soixante Seize, est reconduit pour une période de cinq années, renouvelable d'année en année par tacite reconduction, sauf dénonciation avec préavis de six mois.

Fait à Jasper (Canada) le Vingt-Huit Janvier Mil Neuf Cent Quatre Vingt Un, en deux exemplaires, en langue française et anglaise, chacun faisant également foi.

Pour le Ministre de l'Intérieur
du Gouvernement de la République Française
Pour le Directeur Général de la Police Nationale
Le DIRECTEUR CENTRAL de la POLICE JUDICIAIRE

Maurice BOUVIER

Pour l'Attorney General
des Etats-Unis d'Amérique
l'ADMINISTRATEUR
de la DRUG ENFORCEMENT ADMINISTRATION

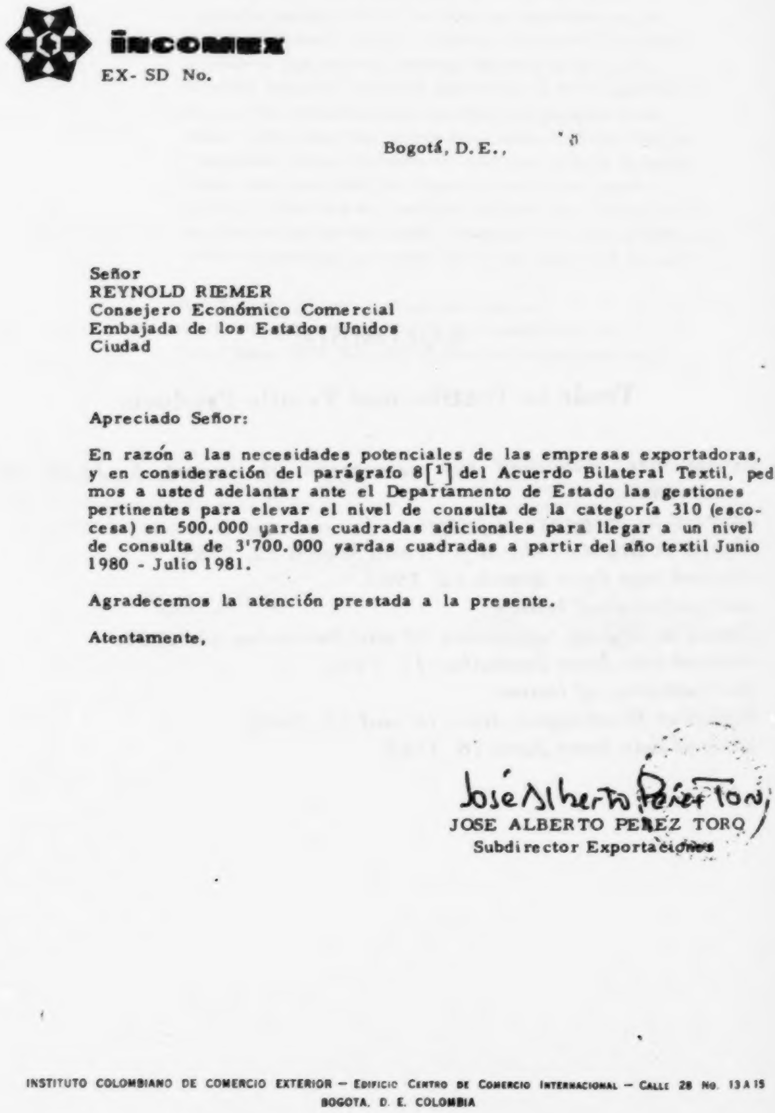
Peter B. BENSINGER

# COLOMBIA

## Trade in Textiles and Textile Products

*Agreements amending the agreement of August 3, 1978, as amended.*
*Effected by exchange of letters*
*Signed at Bogota February 18 and March 12, 1981;*
*Entered into force March 12, 1981.*
*And exchange of letters*
*Signed at Bogota September 23 and December 11, 1981;*
*Entered into force December 11, 1981.*
*And exchange of letters*
*Signed at Washington June 10 and 16, 1982;*
*Entered into force June 16, 1982.*

## *The Colombian Deputy Director for Exports to the American Economic Counselor*



incomex
EX- SD No.

Bogotá, D.E.,

Señor
REYNOLD RIEMER
Consejero Económico Comercial
Embajada de los Estados Unidos
Ciudad

Apreciado Señor:

En razón a las necesidades potenciales de las empresas exportadoras, y en consideración del parágrafo 8[1] del Acuerdo Bilateral Textil, pedimos a usted adelantar ante el Departamento de Estado las gestiones pertinentes para elevar el nivel de consulta de la categoría 310 (escocesa) en 500.000 yardas cuadradas adicionales para llegar a un nivel de consulta de 3'700.000 yardas cuadradas a partir del año textil Junio 1980 - Julio 1981.

Agradecemos la atención prestada a la presente.

Atentamente,

José Alberto Pérez Toro
JOSE ALBERTO PEREZ TORO
Subdirector Exportaciones

INSTITUTO COLOMBIANO DE COMERCIO EXTERIOR – EDIFICIO CENTRO DE COMERCIO INTERNACIONAL – CALLE 28 No. 13 A 15
BOGOTA, D. E. COLOMBIA

---

[1] Debe decir "parágrafo 9".

TRANSLATION

INCOMEX

Bogota, February 18, 1981

Mr. Reynold Riemer
Economic and Commercial Counselor
United States Embassy
Bogota

Dear Sir:

In view of the potential needs of the exporting enterprises and bearing in mind paragraph 8 of the bilateral textile agreement, we request you to take the appropriate steps with the Department of State to raise the consultation level of category 310 (gingham) by 500,000 additional square yards to a consultation level of 3,700,000 square yards beginning with the Agreement year of June 1980-July 1981.

We appreciate your attention to this request.

Very truly yours,

[s] Jose Alberto Perez Toro

Jose Alberto Perez Toro
Deputy Director for Exports

[Seal]

### *The American Economic Counselor to the Colombian Deputy Director for Exports*

Bogotá, Colombia
March 12, 1981

Doctor
José Alberto Pérez Toro
Sub-Director Exportaciones
INCOMEX
Calle 28 No.13A-15, Piso 7
Bogotá

Dear Doctor Pérez:

I refer to paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 3, 1978, as amended ("The Agreement"),[1] and to your letter of February 18, 1981, in which you request on behalf of the Government of the Republic of Colombia that the consultation level for Category 310, Gingham, be increased by 500,000 square yards equivalent to a level of 3,700,000 sye for the 1980 - 1981 Agreement year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

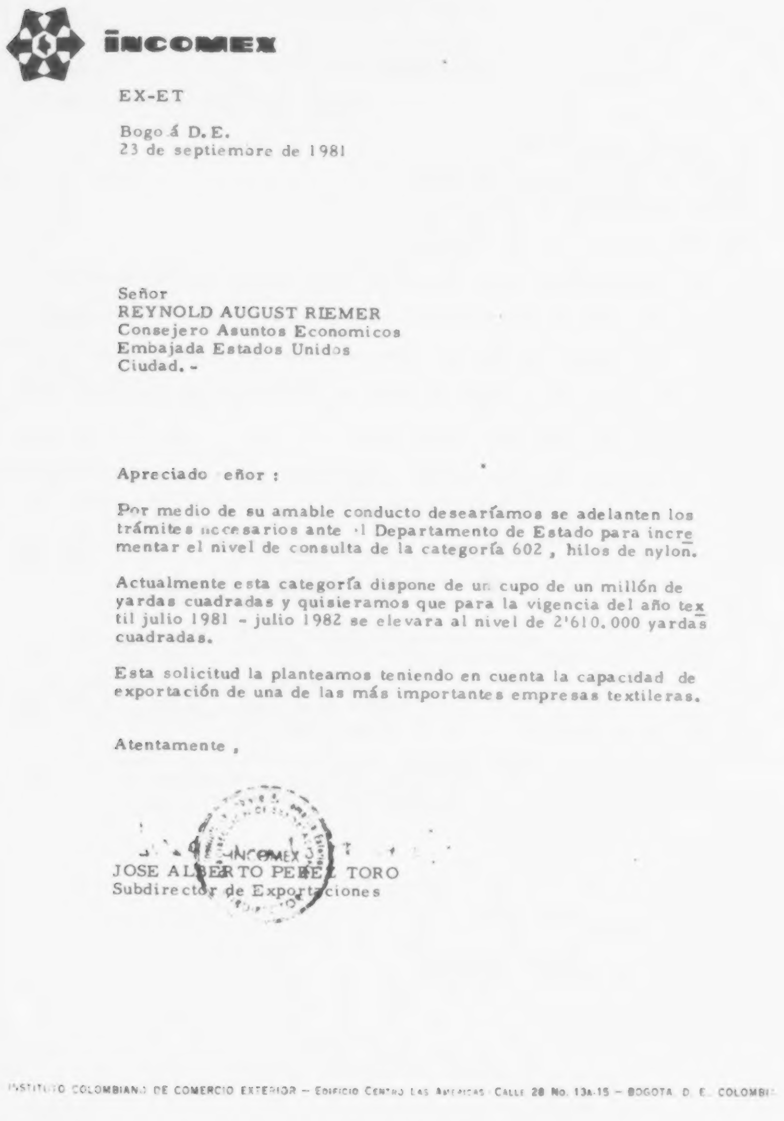
Sincerely yours,

Reynold A. Riemer
Economic Counselor

---

[1] TIAS 9515, 9645, 9713, 9874; 30 UST 5532; 31 UST 4832; 32 UST 482, 2720.

## *The Colombian Deputy Director for Exports to the American Economic Counselor*



INCOMEX

EX-ET

Bogotá D.E.
23 de septiembre de 1981

Señor
REYNOLD AUGUST RIEMER
Consejero Asuntos Economicos
Embajada Estados Unidos
Ciudad.-

Apreciado señor :

Por medio de su amable conducto desearíamos se adelanten los trámites necesarios ante el Departamento de Estado para incrementar el nivel de consulta de la categoría 602 , hilos de nylon.

Actualmente esta categoría dispone de un cupo de un millón de yardas cuadradas y quisieramos que para la vigencia del año textil julio 1981 - julio 1982 se elevara al nivel de 2'610.000 yardas cuadradas.

Esta solicitud la planteamos teniendo en cuenta la capacidad de exportación de una de las más importantes empresas textileras.

Atentamente ,

INCOMEX
JOSE ALBERTO PEREZ TORO
Subdirector de Exportaciones

INSTITUTO COLOMBIANO DE COMERCIO EXTERIOR — EDIFICIO CENTRO LAS AMERICAS CALLE 28 No. 13A-15 — BOGOTA D. E. COLOMBIA

**TRANSLATION**

INCOMEX

Bogota, D.E., September 23, 1981

Mr. Reynold August Riemer
Economic Counselor
Embassy of the United States of America
Bogota, Colombia

Dear Sir:

We wish to request your assistance in arranging with the Department of State to increase the consultation level for category 602, nylon thread.

At the present time the quota for this category is one million square yards. We would like to have the level increased to 2,610,000 square yards for the July 1981-July 1982 textile year.

We are presenting this request in the light of the export capacity of one of the largest textile companies.

Sincerely,

[s] Jose Alberto Perez Toro

Jose Alberto Perez Toro
Assistant Director for Exports

[Office of the Assistant Director for Exports, Colombian Institute of Foreign Trade stamp]

## *The American Economic Counselor to the Colombian Deputy Director for Exports*

EMBASSY OF THE
UNITED STATES OF AMERICA

Bogotá, Colombia
December 11, 1981

Mr. José Alberto Pérez Toro
Subdirector de Exportaciones
INCOMEX
Calle 28 No. 13A-15, Piso 7
Bogotá, D.E.

Dear Mr. Péres:

I am writing with regard to your letter of September 17, 1981[1] requesting an increase in the consultation level for category 602 -yarn cont, non-cellulosic for the July 1981-July 1982 agreement year, in accordance with the agreement between the United States and Colombia relating to trade in cotton, wool and man-made fiber textiles ("The Agreement") with annexes as amended, effected by exchange of notes August 3, 1978.

The Colombian government requested increasing the consultation level in category 602 for July 1, 1981-July 1982 agreement year, in accordance with paragraph 9 of the agreement, in the following manner: 1) current level, 1,000,000 SYE 2) adjusted level, 2,610, 000 SYE.

I am pleased to inform you that my government agrees to this request, and that your request and this reply thereto constitute an amendment to the agreement.

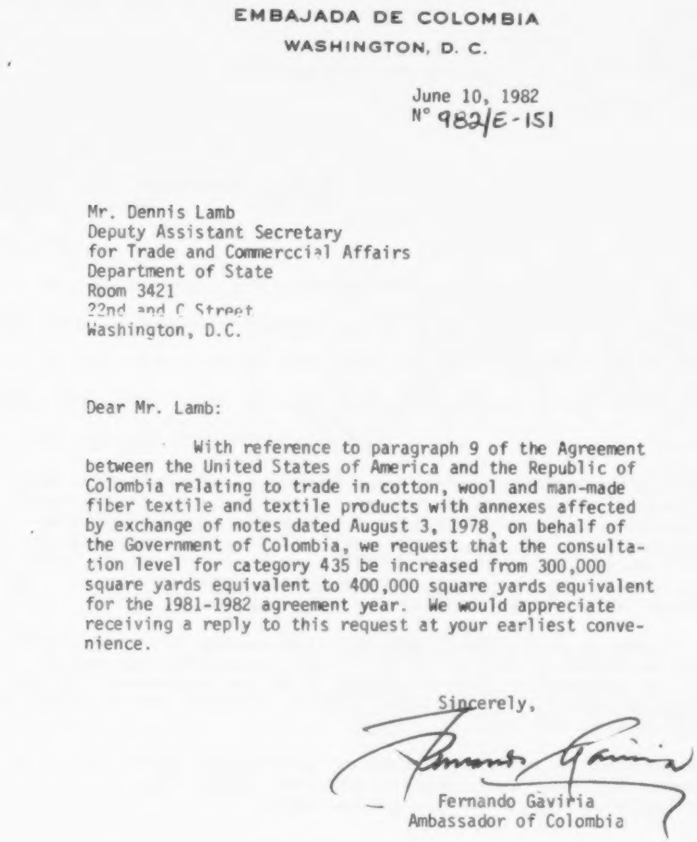
Sincerely,

Reynold Riemer
Economic Counselor

---

[1] Should read "September 23".

### *The Colombian Ambassador to the Deputy Assistant Secretary for Trade and Commercial Affairs*



EMBAJADA DE COLOMBIA
WASHINGTON, D. C.

June 10, 1982
N° 982/E-151

Mr. Dennis Lamb
Deputy Assistant Secretary
for Trade and Commerccial Affairs
Department of State
Room 3421
22nd and C Street
Washington, D.C.

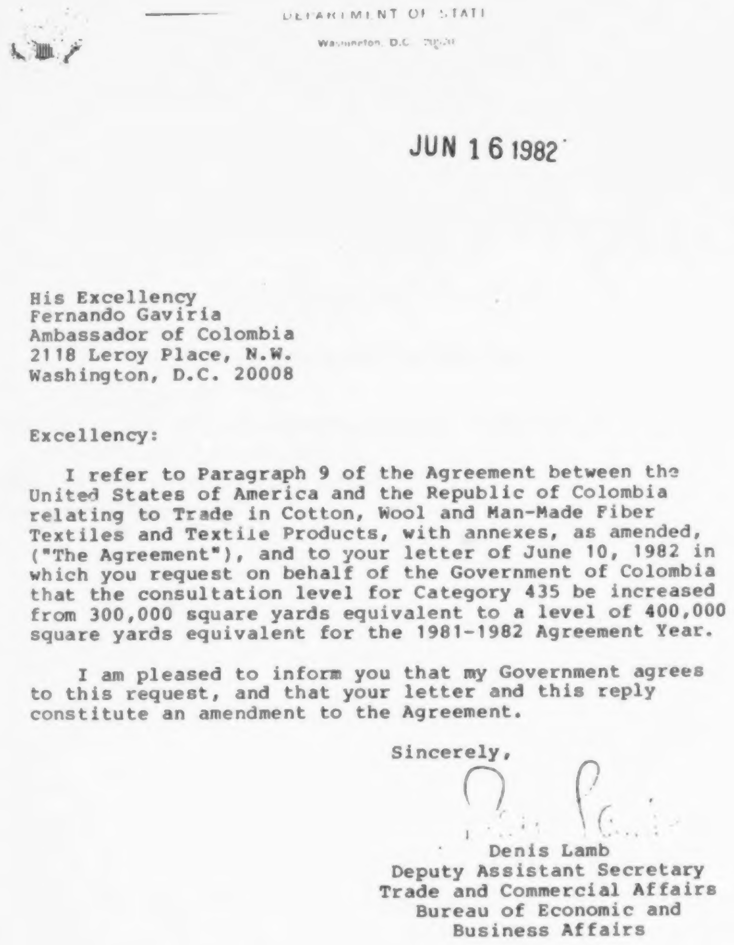
Dear Mr. Lamb:

With reference to paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool and man-made fiber textile and textile products with annexes affected by exchange of notes dated August 3, 1978, on behalf of the Government of Colombia, we request that the consultation level for category 435 be increased from 300,000 square yards equivalent to 400,000 square yards equivalent for the 1981-1982 agreement year. We would appreciate receiving a reply to this request at your earliest convenience.

Sincerely,

Fernando Gaviria
Ambassador of Colombia

### *The Deputy Assistant Secretary for Trade and Commercial Affairs to the Colombian Ambassador*



DEPARTMENT OF STATE
Washington, D.C. 20520

JUN 16 1982

His Excellency
Fernando Gaviria
Ambassador of Colombia
2118 Leroy Place, N.W.
Washington, D.C. 20008

Excellency:

I refer to Paragraph 9 of the Agreement between the United States of America and the Republic of Colombia relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, as amended, ("The Agreement"), and to your letter of June 10, 1982 in which you request on behalf of the Government of Colombia that the consultation level for Category 435 be increased from 300,000 square yards equivalent to a level of 400,000 square yards equivalent for the 1981-1982 Agreement Year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply constitute an amendment to the Agreement.

Sincerely,

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

# REPUBLIC OF KOREA

## Science and Technology

*Memorandum of understanding signed at Washington and Seoul*
*May 24 and June 23, 1982;*
*Entered into force June 23, 1982;*
*Effective May 24, 1982.*

# MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA
AND
THE KOREA SCIENCE AND ENGINEERING FOUNDATION OF THE REPUBLIC OF KOREA
FOR
COOPERATION IN SCIENCE AND TECHNOLOGY

1. On November 22, 1976, the United States of America and the Republic of Korea entered into an Agreement for scientific and technological cooperation.[1] The purpose of the programs provided for in that Agreement is to promote cooperation between the two countries in science and technology for peaceful purposes. The principal object of this cooperation is to provide additional opportunities to exchange ideas, information, skills, and techniques, and to collaborate on problems of mutual interest and benefit. On November 6, 1981, this bilateral agreement was extended for five years.[2]

2. This Memorandum of Understanding (hereinafter referred to as the Memorandum) constitutes an interagency agreement between the National Science Foundation (NSF) for the United States of America and the Korea Science and Engineering Foundation (KOSEF) for the Republic of Korea (hereinafter referred to as the parties) for a program in science and technology under the Agreement of November 22, 1976, as amended and extended. This Memorandum replaces the Memorandum signed at Seoul, Korea, on May 24, 1977.[3] This Memorandum is subject to the laws and regulations of each country.

3. The scope of this program may cover all recognized branches of the natural and engineering sciences, including mathematics and related social sciences. NSF and KOSEF, from time to time, may, upon agreement, select specific scientific areas for cooperation.

4. The types of cooperative activities within the approved subject matter areas will include:

    4.1. research;

    4.2. individual exchanges; and

    4.3. seminars and workshops.

Other activities may be added upon agreement of the two agencies.

---

[1] TIAS 8456; 27 UST 4350.
[2] TIAS 10295; 33 UST 4237.
[3] TIAS 8678; 28 UST 6189.

5. Scientific and technical information of a non-proprietary nature derived from cooperative activity under this Memorandum shall be made available to the world's scientific community through customary channels and in accordance with normal scientific procedures. Where particular scientific or technical results derived from a cooperative activity under this Memorandum may be subject to copyright or patent protection, each party shall hold these rights in its own country and may make appropriate licenses in accordance with its own laws and procedures. Either party may seek rights in third countries upon notification of the other party. The notification shall include an offer to enter into separate written understandings regarding the sharing of third country rights and costs.

6. Subject to the availability of appropriated funds, each agency shall normally bear the costs of its own participation in the program.

7. Each agency shall designate a program officer who shall be the principal point of contact for the other agency in the conduct of the business of the program.

8. As required, the program officers of the two agencies will meet, in either the United States or the Republic of Korea, for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities in the program.

9. If necessary, joint staff meetings, alternating between the United States and the Republic of Korea, for review of the program, including administrative guidelines for management of cooperative activities, program planning, and for the conduct of program business shall be held. The program officers from each agency will participate in the joint staff meetings, as appropriate.

10. In accordance with the standard procedures and regulations governing NSF and KOSEF, each agency shall make known to the scientific community in its country the opportunities for cooperation made possible by the program.

11. Each agency will prepare an Annual report on the program following its own fiscal year system. Reports shall be completed as early as practicable following the completion of the report period. Each party shall deliver one copy of its report to the other promptly after its availability. Copies of the reports shall be made publicly available in accordance with the laws of the reporting country.

12. This Memorandum shall enter into force May 24, 1982, after signature by the Director of the National Science Foundation and the Director of the Korea Science and Engineering Foundation, or their designees, and remain in force for five years. This Memorandum may be terminated after ninety days written notice by the party desiring to terminate the agreement to the other party. The Memorandum may be extended or amended by written agreement of the parties.

Done in duplicate in English and Korean languages, both texts being equally authentic.

John B. Slaughter [1]

National Science Foundation
Washington, D C.

24 day of May 1982

Chung Oh Lee [2]

Korea Science and Engineering
Foundation
Seoul, Korea

23 day of June 1982

---

[1] John B. Slaughter.
[2] Chung Oh Lee.

대한민국한국과학재단(KOSEF)과 미합중국국립과학재단(NSF) 간의

# 양해각서

1. 대한민국과 미합중국은 1976년 11월 22일 과학기술협력을 위한 협정을 체결하였다. 동 협정에 규정된 제반 사업의 목적은 평화적 목적을 위한 양국간의 과학기술협력을 촉진하는 것이다.
본 협력의 주요 목표는 아이디어, 정보, 기술 및 기법을 교환할 기회를 추가로 제공하며 공동관심과 이익이 되는 문제에 관하여 상호 협력하는 것이다. 쌍방은 1981년 11월 6일 동 협정서를 5년 더 연장하기로 합의했다.

2. 본 양해각서는 (이하 "각서"라 한다) 1976년 11월 22일에 체결된 협정 내용에 의거 과학기술 사업을 위하여 대한민국 한국과학재단과 미합중국 국립과학재단 간의 (이하 "쌍방"이라 한다) 수정 연장된 기관간 협정이며 본 양해각서에는 1977년 5월 24일 서울에서 서명, 교환된 각서를 대신한다. 본 각서는 자국의 법규와 규제조치에 제한을 받는다.

3. 본 사업의 범위는 수학 및 인접 사회과학 분야를 포함하여 모든 인정된 자연과학과 공학의 제분야를 포함한다. 쌍방은 필요에 따라 합의하여 특정과학 분야를 선정할 수 있다.

4. 승인된 주요사업들의 활동유형은 다음을 포함한다.

4. 1 공동연구

4. 2 과학자 상호 교류

4. 3 공동세미나 및 강습회

여타 활동은 쌍방의 합의에 의거 추가될 수 있다.

5. 본 양해각서 하에서 이루어진 협력활동 결과 얻어진 비독점적인 성격의 과학 및 기술정보는 관례적인 경로를 통하여 정상적인 과학적 절차에 따라 세계 과학계에 공표될 것이다. 본 양해각서에 의한 협력활동을 통하여 얻어진 특수한 과학적 또는 기술적 결과를 저작권 또는 특허권의 보호를 받을 수 있고 쌍방은 자국내에서 이 권리를 보유하게 될 것이며 자국의 법률 및 절차에 따라서 적절한 사용권을 허용할 수 있다. 또한 일방은 타방과의 통보하에 제 3국에서의 권리를 요구할 수 있다. 동 통보는 제 3국에서의 권리 및 비용의 분배에 관한 별도의 양해문서 체결을 위한 신청을 포함할 것이다.

6. 쌍방은 할당된 연구비의 한도내에서 통상 사업의 자기 참여분에 대한 비용을 부담한다.

7. 쌍방은 사업 업무수행에 있어서 타방과 접촉하는 주요인물이 되는 사업담당관을 지명한다.

8. 쌍방의 사업담당관은 행정능률을 유지하고 사업에 관계되는 현행 및 제안되는 활동을 공동으로 협의하기 위하여 필요에 따라 미국이나 한국에서 회의를 가진다.

9. 쌍방은 협력사업의 관리, 기획 및 수행의 행정적 지침을 수립하고 사업의 검토를 위해 필요에 따라 한국과 미국에서 번갈아 공동위원회를 개최한다. 쌍방의 사업담당관은 공동위원회에 참가한다.

10. 한국과학재단과 미국립과학재단에 적용되는 표준적인 절차와 규칙에 따라서 협력 가능한 사업을 자국의 과학 단체에 통보한다.

11. 쌍방은 자국의 회계년도에 따라서 년간 사업보고서를 작성해야 한다. 쌍방은 보고기간이 끝나는 대로 가능한한 신속하게 보고서를 작성한다. 쌍방은 보고서가 준비되는 대로 상대방에 신속히 그 보고서의 사본 1부를 송부하여야 한다. 쌍방은 보고서를 작성한 나라의 법적 절차에 따라 보고서를 배포한다.

12. 본 양해각서는 한국과학재단 이사장과 미국 국립과학재단 대표자 또는 그들의 위임자들이 서명한 후 1982년 5월 24일 자로 효력을 발생하고 5년간 효력을 유지한다. 본 각서는 이 협정을 파기하고자 하는 측의 서면 통보에 의해 90일 경과 후 그 효력이 상실될 수 있다. 본 각서는 쌍방의 합의에 따라 연장되고 수정될 수 있다. 본 양해각서는 한국어와 영어로 작성하여 양국어 본을 상호 교환한다.

1982년 5월 일

서 울

미합중국 국립과학재단

Chung Oh Lee

대한민국 한국과학재단

# MULTILATERAL

## Long-Range Transboundary Air Pollution

*Convention done at Geneva November 13, 1979;*
*Entered into force March 16, 1983.*

# CONVENTION ON LONG-RANGE TRANSBOUNDARY AIR POLLUTION

# CONVENTION SUR LA POLLUTION ATMOSPHERIQUE TRANSFRONTIERE A LONGUE DISTANCE

# КОНВЕНЦИЯ О ТРАНСГРАНИЧНОМ ЗАГРЯЗНЕНИИ ВОЗДУХА НА БОЛЬШИЕ РАССТОЯНИЯ

# CONVENTION ON LONG-RANGE TRANSBOUNDARY AIR POLLUTION

*The Parties to the present Convention,*

*Determined* to promote relations and co-operation in the field of environmental protection,

*Aware* of the significance of the activities of the United Nations Economic Commission for Europe in strengthening such relations and co-operation, particularly in the field of air pollution including long-range transport of air pollutants,

*Recognizing* the contribution of the Economic Commission for Europe to the multilateral implementation of the pertinent provisions of the Final Act of the Conference on Security and Co-operation in Europe, [1]

*Cognizant* of the references in the chapter on environment of the Final Act of the Conference on Security and Co-operation in Europe calling for co-operation to control air pollution and its effects, including long-range transport of air pollutants, and to the development through international co-operation of an extensive programme for the monitoring and evaluation of long-range transport of air pollutants, starting with sulphur dioxide and with possible extension to other pollutants,

*Considering* the pertinent provisions of the Declaration of the United Nations Conference on the Human Environment, and in particular principle 21, which expresses the common conviction that States have, in accordance with the Charter of the United Nations [2] and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction,

*Recognizing* the existence of possible adverse effects, in the short and long term, of air pollution including transboundary air pollution,

*Concerned* that a rise in the level of emissions of air pollutants within the region as forecast may increase such adverse effects,

*Recognizing* the need to study the implications of the long-range transport of air pollutants and the need to seek solutions for the problems identified,

*Affirming* their willingness to reinforce active international co-operation to develop appropriate national policies and by means of exchange of information, consultation, research and monitoring, to co-ordinate national action for combating air pollution including long-range transboundary air pollution,

*Have agreed* as follows:

---

[1] *Department of State Bulletin,* Sept. 1, 1975, p. 323.

[2] Signed June 26, 1945. TS 993; 59 Stat. 1031; 3 Bevans 1153. [Footnotes added by the Department of State.]

## DEFINITIONS

### Article 1

For the purposes of the present Convention:

(a) *"air pollution"* means the introduction by man, directly or indirectly, of substances or energy into the air resulting in deleterious effects of such a nature as to endanger human health, harm living resources and ecosystems and material property and impair or interfere with amenities and other legitimate uses of the environment, and "air pollutants" shall be construed accordingly;

(b) *"long-range transboundary air pollution"* means air pollution whose physical origin is situated wholly or in part within the area under the national jurisdiction of one State and which has adverse effects in the area under the jurisdiction of another State at such a distance that it is not generally possible to distinguish the contribution of individual emission sources or groups of sources.

## FUNDAMENTAL PRINCIPLES

### Article 2

The Contracting Parties, taking due account of the facts and problems involved, are determined to protect man and his environment against air pollution and shall endeavour to limit and, as far as possible, gradually reduce and prevent air pollution including long-range transboundary air pollution.

### Article 3

The Contracting Parties, within the framework of the present Convention, shall by means of exchanges of information, consultation, research and monitoring, develop without undue delay policies and strategies which shall serve as a means of combating the discharge of air pollutants, taking into account efforts already made at national and international levels.

### Article 4

The Contracting Parties shall exchange information on and review their policies, scientific activities and technical measures aimed at combating, as far as possible, the discharge of air pollutants which may have adverse effects, thereby contributing to the reduction of air pollution including long-range transboundary air pollution.

### Article 5

Consultations shall be held, upon request, at an early stage between, on the one hand, Contracting Parties which are actually affected by or exposed to a significant risk of long-range transboundary air pollution and, on the other hand, Contracting Parties within which and subject to whose jurisdiction a significant contribution to long-range transboundary air pollution originates, or could originate, in connexion with activities carried on or contemplated therein.

### AIR QUALITY MANAGEMENT

### Article 6.

Taking into account articles 2 to 5, the ongoing research, exchange of information and monitoring and the results thereof, the cost and effectiveness of local and other remedies and, in order to combat air pollution, in particular that originating from new or rebuilt installations, each Contracting Party undertakes to develop the best policies and strategies including air quality management systems and, as part of them, control measures compatible with balanced development, in particular by using the best available technology which is economically feasible and low- and non-waste technology.

### RESEARCH AND DEVELOPMENT

### Article 7

The Contracting Parties, as appropriate to their needs, shall initiate and co-operate in the conduct of research into and/or development of:

(a) existing and proposed technologies for reducing emissions of sulphur compounds and other major air pollutants, including technical and economic feasibility, and environmental consequences;

(b) instrumentation and other techniques for monitoring and measuring emission rates and ambient concentration of air pollutants;

(c) improved models for a better understanding of the transmission of long-range transboundary air pollutants;

(d) the effects of sulphur compounds and other major air pollutants on human health and the environment, including agriculture, forestry, materials, aquatic and other natural ecosystems and visibility, with a view to establishing a scientific basis for dose/effect relationships designed to protect the environment;

(e) the economic, social and environmental assessment of alternative measures for attaining environmental objectives including the reduction of long-range transboundary air pollution;

(f) education and training programmes related to the environmental aspects of pollution by sulphur compounds and other major air pollutants.

### EXCHANGE OF INFORMATION

### Article 8

The Contracting Parties, within the framework of the Executive Body referred to in article 10 and bilaterally, shall, in their common interests, exchange available information on:

(a) data on emissions at periods of time to be agreed upon, of agreed air pollutants, starting with sulphur dioxide, coming from grid-units of agreed size; or on the fluxes of agreed air pollutants, starting with sulphur dioxide, across national borders, at distances and at periods of time to be agreed upon;

(b) major changes in national policies and in general industrial development, and their potential impact, which would be likely to cause significant changes in long-range transboundary air pollution;

(c) control technologies for reducing air pollution relevant to long-range transboundary air pollution;

(d) the projected cost of the emission control of sulphur compounds and other major air pollutants on a national scale;

(e) meteorological and physico-chemical data relating to the processes during transmission;

(f) physico-chemical and biological data relating to the effects of long-range transboundary air pollution and the extent of the damage [1] which these data indicate can be attributed to long-range transboundary air pollution;

(g) national, subregional and regional policies and strategies for the control of sulphur compounds and other major air pollutants.

## IMPLEMENTATION AND FURTHER DEVELOPMENT OF THE CO-OPERATIVE PROGRAMME FOR THE MONITORING AND EVALUATION OF THE LONG-RANGE TRANSMISSION OF AIR POLLUTANTS IN EUROPE

### Article 9

The Contracting Parties stress the need for the implementation of the existing "Co-operative programme for the monitoring and evaluation of the long-range transmission of air pollutants in Europe" (hereinafter referred to as EMEP) and, with regard to the further development of this programme, agree to emphasize:

(a) the desirability of Contracting Parties joining in and fully implementing EMEP which, as a first step, is based on the monitoring of sulphur dioxide and related substances;

(b) the need to use comparable or standardized procedures for monitoring whenever possible;

(c) the desirability of basing the monitoring programme on the framework of both national and international programmes. The establishment of monitoring stations and the collection of data shall be carried out under the national jurisdiction of the country in which the monitoring stations are located;

(d) the desirability of establishing a framework for a co-operative environmental monitoring programme, based on and taking into account present and future national, subregional, regional and other international programmes;

(e) the need to exchange data on emissions at periods of time to be agreed upon, of agreed air pollutants, starting with sulphur dioxide, coming from grid-units of agreed size; or on the fluxes of agreed air pollutants, starting with sulphur dioxide, across national borders, at distances and at periods of time to be agreed upon. The method, including the model, used to determine the fluxes, as well as the method, including the model, used to determine the transmission of air pollutants based on the emissions per grid-unit, shall be made available and periodically reviewed, in order to improve the methods and the models;

---

[1] The present Convention does not contain a rule on State liability as to damage.

(f) their willingness to continue the exchange and periodic updating of national data on total emissions of agreed air pollutants, starting with sulphur dioxide;

(g) the need to provide meteorological and physico-chemical data relating to processes during transmission;

(h) the need to monitor chemical components in other media such as water, soil and vegetation, as well as a similar monitoring programme to record effects on health and environment;

(i) the desirability of extending the national EMEP networks to make them operational for control and surveillance purposes.

### EXECUTIVE BODY

### Article 10

1. The representatives of the Contracting Parties shall, within the framework of the Senior Advisers to ECE Governments on Environmental Problems, constitute the Executive Body of the present Convention, and shall meet at least annually in that capacity.

2. The Executive Body shall:
   - (a) review the implementation of the present Convention;
   - (b) establish, as appropriate, working groups to consider matters related to the implementation and development of the present Convention and to this end to prepare appropriate studies and other documentation and to submit recommendations to be considered by the Executive Body;
   - (c) fulfil such other functions as may be appropriate under the provisions of the present Convention.

3. The Executive Body shall utilize the Steering Body for the EMEP to play an integral part in the operation of the present Convention, in particular with regard to data collection and scientific co-operation.

4. The Executive Body, in discharging its functions, shall, when it deems appropriate, also make use of information from other relevant international organizations.

### SECRETARIAT

### Article 11

The Executive Secretary of the Economic Commission for Europe shall carry out, for the Executive Body, the following secretariat functions:

(a) to convene and prepare the meetings of the Executive Body;

(b) to transmit to the Contracting Parties reports and other information received in accordance with the provisions of the present Convention;

(c) to discharge the functions assigned by the Executive Body.

### AMENDMENTS TO THE CONVENTION

### Article 12

1. Any Contracting Party may propose amendments to the present Convention.

2. The text of proposed amendments shall be submitted in writing to the Executive Secretary of the Economic Commission for Europe, who shall communicate them to all Contracting Parties. The Executive Body shall discuss proposed amendments at its next annual meeting provided that such proposals have been circulated by the Executive Secretary of the Economic Commission for Europe to the Contracting Parties at least ninety days in advance.

3. An amendment to the present Convention shall be adopted by consensus of the representatives of the Contracting Parties, and shall enter into force for the Contracting Parties which have accepted it on the ninetieth day after the date on which two-thirds of the Contracting Parties have deposited their instruments of acceptance with the depositary. Thereafter, the amendment shall enter into force for any other Contracting Party on the ninetieth day after the date on which that Contracting Party deposits its instrument of acceptance of the amendment.

### SETTLEMENT OF DISPUTES

### Article 13

If a dispute arises between two or more Contracting Parties to the present Convention as to the interpretation or application of the Convention, they shall seek a solution by negotiation or by any other method of dispute settlement acceptable to the parties to the dispute.

### SIGNATURE

### Article 14

1. The present Convention shall be open for signature at the United Nations Office at Geneva from 13 to 16 November 1979 on the occasion of the High-level Meeting within the framework of the Economic Commission for Europe on the Protection of the Environ-

ment, by the member States of the Economic Commission for Europe as well as States having consultative status with the Economic Commission for Europe, pursuant to paragraph 8 of Economic and Social Council resolution 36 (IV) of 28 March 1947, and by regional economic integration organizations, constituted by sovereign States members of the Economic Commission for Europe, which have competence in respect of the negotiation, conclusion and application of international agreements in matters covered by the present Convention.

2. In matters within their competence, such regional economic integration organizations shall, on their own behalf, exercise the rights and fulfil the responsibilities which the present Convention attributes to their member States. In such cases, the member States of these organizations shall not be entitled to exercise such rights individually.

### RATIFICATION, ACCEPTANCE, APPROVAL AND ACCESSION

### Article 15

1. The present Convention shall be subject to ratification, acceptance or approval.

2. The present Convention shall be open for accession as from 17 November 1979 by the States and organizations referred to in article 14, paragraph 1.

3. The instruments of ratification, acceptance, approval or accession shall be deposited with the Secretary-General of the United Nations, who will perform the functions of the depositary.

### ENTRY INTO FORCE

### Article 16

1. The present Convention shall enter into force on the ninetieth day after the date of deposit of the twenty-fourth instrument of ratification, acceptance, approval or accession. [1]

2. For each Contracting Party which ratifies, accepts or approves the present Convention or accedes thereto after the deposit of the twenty-fourth instrument of ratification, acceptance, approval or accession, the Convention shall enter into force on the ninetieth day after the date of deposit by such Contracting Party of its instrument of ratification, acceptance, approval or accession.

### WITHDRAWAL

### Article 17

At any time after five years from the date on which the present Convention has come into force with respect to a Contracting Party, that Contracting Party may withdraw from the Convention by giving written notification to the depositary. Any such withdrawal shall take effect on the ninetieth day after the date of its receipt by the depositary.

---

[1] March 16, 1983.

## AUTHENTIC TEXTS

### Article 18

The original of the present Convention, of which the English, French and Russian texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Convention.

DONE at Geneva, this thirteenth day of November, one thousand nine hundred and seventy-nine.

# CONVENTION SUR LA POLLUTION ATMOSPHERIQUE TRANSFRONTIERE A LONGUE DISTANCE

*Les Parties à la présente Convention*,

*Résolues* à promouvoir les relations et la coopération en matière de protection de l'environnement,

*Conscientes* de l'importance des activités de la Commission économique des Nations Unies pour l'Europe en ce qui concerne le renforcement de ces relations et de cette coopération en particulier dans le domaine de la pollution atmosphérique, y compris le transport à longue distance des polluants atmosphériques,

*Reconnaissant* la contribution de la Commission économique pour l'Europe à l'application multilatérale des dispositions pertinentes de l'Acte final de la Conférence sur la sécurité et la coopération en Europe,

*Tenant compte* de l'appel contenu dans le chapitre de l'Acte final de la Conférence sur la sécurité et la coopération en Europe relatif à l'environnement, à la coopération en vue de combattre la pollution de l'air et les effets de cette pollution, notamment le transport de polluants atmosphériques à longue distance, et à l'élaboration, par la voie de la coopération internationale, d'un vaste programme de surveillance et d'évaluation du transport à longue distance des polluants de l'air, en commençant par le dioxyde de soufre, puis en passant éventuellement à d'autres polluants,

*Considérant* les dispositions appropriées de la Déclaration de la Conférence des Nations Unies sur l'environnement, et en particulier le principe 21, lequel exprime la conviction commune que, conformément à la Charte des Nations Unies et aux principes du droit international, les Etats ont le droit souverain d'exploiter leurs propres ressources selon leurs propres politiques d'environnement et ont le devoir de faire en sorte que les activités exercées dans les limites de leur juridiction et sous leur contrôle ne causent pas de dommage à l'environnement dans d'autres Etats ou dans des régions ne relevant d'aucune juridiction nationale,

*Reconnaissant* la possibilité que la pollution de l'air, y compris la pollution atmosphérique transfrontière, provoque à court ou à long terme des effets dommageables,

*Craignant* que l'augmentation prévue du niveau des émissions de polluants atmosphériques dans la région ne puisse accroître ces effets dommageables,

*Reconnaissant* la nécessité d'étudier les incidences du transport des polluants atmosphériques à longue distance et de chercher des solutions aux problèmes identifiés, Affirmant leur résolution de renforcer la coopération internationale active pour élaborer les politiques nationales nécessaires et, par des échanges d'informations, des consultations et des activités de recherche et de surveillance, de coordonner les mesures prises par les pays pour combattre la pollution de l'air, y compris la pollution atmosphérique transfrontière à longue distance,

Sont convenues de ce qui suit :

## DEFINITIONS

### Article 1

Aux fins de la présente Convention :

a) l'expression "pollution atmosphérique" désigne l'introduction dans l'atmosphère par l'homme, directement ou indirectement, de substances ou d'énergie ayant une action nocive de nature à mettre en danger la santé de l'homme, à endommager les ressources biologiques et les écosystèmes, à détériorer les biens matériels, et à porter atteinte ou nuire aux valeurs d'agrément et aux autres utilisations légitimes de l'environnement, l'expression "polluants atmosphériques" étant entendue dans le même sens;

b) l'expression "pollution atmosphérique transfrontière à longue distance" désigne la pollution atmosphérique dont la source physique est comprise totalement ou en partie dans une zone soumise à la juridiction nationale d'un Etat et qui exerce des effets dommageables dans une zone soumise à la juridiction d'un autre Etat à une distance telle qu'il n'est généralement pas possible de distinguer les apports des sources individuelles ou groupes de sources d'émission.

## PRINCIPES FONDAMENTAUX

### Article 2

Les Parties contractantes, tenant dûment compte des faits et des problèmes en cause, sont déterminées à protéger l'homme et son environnement contre la pollution atmosphérique et s'efforceront de limiter et, autant que possible, de réduire graduellement et de prévenir la pollution atmosphérique, y compris la pollution atmosphérique transfrontière à longue distance.

### Article 3

Dans le cadre de la présente Convention, les Parties contractantes élaboreront sans trop tarder, au moyen d'échanges d'informations, de consultations et d'activités de recherche et de surveillance, des politiques et stratégies qui leur serviront à combattre les rejets de polluants atmosphériques, compte tenu des efforts déjà entrepris aux niveaux national et international.

### Article 4

Les Parties contractantes échangeront des informations et procéderont à des tours d'horizon sur leurs politiques, leurs activités scientifiques et les mesures techniques ayant pour objet de combattre dans toute la mesure du possible les rejets de polluants atmosphériques qui peuvent avoir des effets dommageables, et ainsi de réduire la pollution atmosphérique, y compris la pollution atmosphérique transfrontière à longue distance.

### Article 5

Des consultations seront tenues à bref délai, sur demande, entre, d'une part, la ou les Parties contractantes effectivement affectées par la pollution atmosphérique transfrontière à longue distance ou qui sont exposées à un risque significatif d'une telle pollution et, d'autre part, la ou les Parties contractantes sur le territoire et dans la juridiction desquelles un apport substantiel à la pollution atmosphérique transfrontière à longue distance est créé ou pourrait être créé du fait d'activités qui y sont menées ou envisagées.

## GESTION DE LA QUALITE DE L'AIR

### Article 6

Compte tenu des articles 2 à 5, des recherches en cours, des échanges d'informations et des activités de surveillance et de leurs résultats, du coût et de l'efficacité des mesures correctives prises localement et d'autres mesures, et pour combattre la pollution atmosphérique, en particulier celle qui provient d'installations nouvelles ou transformées, chaque Partie contractante s'engage à élaborer les meilleures politiques et stratégies, y compris des systèmes de gestion de la qualité de l'air et, dans le cadre de ces systèmes, des mesures de contrôle qui soient compatibles avec un développement équilibré, en recourant notamment à la meilleure technologie disponible et économiquement applicable et à des techniques produisant peu ou pas de déchets.

## RECHERCHE-DEVELOPPEMENT

### Article 7

Les Parties contractantes, suivant leurs besoins, entreprendront des activités concertées de recherche et/ou de développement dans les domaines suivants :

a) techniques existantes et proposées de réduction des émissions de composés sulfureux et des principaux autres polluants atmosphériques, y compris la faisabilité technique et la rentabilité de ces techniques et leurs répercussions sur l'environnement;

b) techniques d'instrumentation et autres techniques permettant de surveiller et mesurer les taux d'émissions et les concentrations ambiantes de polluants atmosphériques;

c) modèles améliorés pour mieux comprendre le transport de polluants atmosphériques transfrontière à longue distance;

d) effets des composés sulfureux et des principaux autres polluants atmosphériques sur la santé de l'homme et l'environnement, y compris l'agriculture, la sylviculture, les matériaux, les écosystèmes aquatiques et autres et la visibilité, en vue d'établir sur un fondement scientifique la détermination de relations dose/effet aux fins de la protection de l'environnement;

e) évaluation économique, sociale et écologique d'autres mesures permettant d'atteindre les objectifs relatifs à l'environnement, y compris la réduction de la pollution atmosphérique transfrontière à longue distance;

f) élaboration de programmes d'enseignement et de formation concernant la pollution de l'environnement par les composés sulfureux et les principaux autres polluants atmosphériques.

## ECHANGES D'INFORMATIONS

### Article 8

Les Parties contractantes échangeront, dans le cadre de l'Organe exécutif visé à l'article 10 ou bilatéralement, et dans leur intérêt commun, des informations :

a) sur les données relatives à l'émission, selon une périodicité à convenir, de polluants atmosphériques convenus, en commençant par le dioxyde de soufre, à partir de grilles territoriales de dimensions convenues, ou sur les flux de polluants atmosphériques convenus, en commençant par le dioxyde de soufre, qui traversent les frontières des Etats, à des distances et selon une périodicité à convenir;

b) sur les principaux changements survenus dans les politiques nationales et dans le développement industriel en général, et leurs effets possibles, qui seraient de nature à provoquer des modifications importantes de la pollution atmosphérique transfrontière à longue distance;

c) sur les techniques de réduction de la pollution atmosphérique agissant sur la pollution atmosphérique transfrontière à longue distance;

d) sur le coût prévu de la lutte à l'échelon des pays contre les émissions de composés sulfureux et des autres principaux polluants atmosphériques;

e) sur les données météorologiques et physico-chimiques relatives aux phénomènes survenant pendant le transport des polluants;

f) sur les données physico-chimiques et biologiques relatives aux effets de la pollution atmosphérique transfrontière à longue distance et sur l'étendue des dommages 1/ qui, d'après ces données, sont imputables à la pollution atmosphérique transfrontière à longue distance;

g) sur les politiques et stratégies nationales, sous-régionales et régionales de lutte contre les composés sulfureux et les principaux autres polluants atmosphériques.

## MISE EN OEUVRE ET ELARGISSEMENT DU PROGRAMME CONCERTE DE SURVEILLANCE CONTINUE ET D'EVALUATION DU TRANSPORT A LONGUE DISTANCE DES POLLUANTS ATMOSPHERIQUES EN EUROPE

### Article 9

Les Parties contractantes soulignent la nécessité de mettre en oeuvre le "Programme concerté de surveillance et d'évaluation du transport à longue distance des polluants atmosphériques en Europe" (ci-après dénommé EMEP) existant et, s'agissant de l'élargissement de ce programme, conviennent de mettre l'accent sur :

a) l'intérêt pour elles de participer et de donner plein effet à l'EMEP qui, dans une première étape, est axé sur la surveillance continue du dioxyde de soufre et des substances apparentées;

b) la nécessité d'utiliser, chaque fois que c'est possible, des méthodes de surveillance comparables ou normalisées;

c) l'intérêt d'établir le programme de surveillance continue dans le cadre de programmes tant nationaux qu'internationaux. L'établissement de stations de surveillance continue et la collecte de données relèveront de la juridiction des pays où sont situées ces stations;

d) l'intérêt d'établir un cadre de programme concerté de surveillance continue de l'environnement qui soit fondé sur les programmes nationaux, sous-régionaux, régionaux et les autres programmes internationaux actuels et futurs et qui en tienne compte;

e) la nécessité d'échanger des données sur les émissions, selon une périodicité à convenir, de polluants atmosphériques convenus (en commençant par le dioxyde de soufre) à partir de grilles territoriales de dimensions convenues, ou sur les flux de polluants atmosphériques convenus (en commençant par le dioxyde de soufre) qui traversent les frontières des Etats, à des distances et selon une périodicité à convenir. La méthode, y compris le modèle, employée pour déterminer les flux, ainsi que la méthode, y compris le modèle, employée pour déterminer

---

1/ La présente Convention ne contient pas de disposition concernant la responsabilité des Etats en matière de dommages.

l'existence du transport de polluants atmosphériques, d'après les émissions par grille territoriale, seront rendus disponibles et passés en revue périodiquement aux fins d'amélioration;

f) leur intention de poursuivre l'échange et la mise à jour périodique des données nationales sur les émissions totales de polluants atmosphériques convenus, en commençant par le dioxyde de soufre;

g) la nécessité de fournir des données météorologiques et physico-chimiques relatives aux phénomènes survenant pendant le transport;

h) la nécessité d'assurer la surveillance continue des composés chimiques dans d'autres milieux tels que l'eau, le sol et la végétation, et de mettre en oeuvre un programme de surveillance analogue pour enregistrer les effets sur la santé et l'environnement;

i) l'intérêt d'élargir les réseaux nationaux de l'EMEP pour les rendre opérationnels à des fins de lutte et de surveillance.

## ORGANE EXECUTIF

### Article 10

1. Les représentants des Parties contractantes constitueront, dans le cadre des Conseillers des gouvernements des pays de la CEE pour les problèmes de l'environnement, l'organe exécutif de la présente Convention et se réuniront au moins une fois par an en cette qualité.

2. L'Organe exécutif :

    a) passera en revue la mise en oeuvre de la présente Convention;

    b) constituera, selon qu'il conviendra, des groupes de travail pour étudier des questions liées à la mise en oeuvre et au développement de la présente Convention, et à cette fin pour préparer les études et la documentation nécessaires et pour lui soumettre des recommandations;

    c) exercera toutes autres fonctions qui pourraient être nécessaires en vertu des dispositions de la présente Convention.

3. L'Organe exécutif utilisera les services de l'organe directeur de l'EMEP pour que ce dernier participe pleinement aux activités de la présente Convention, en particulier en ce qui concerne la collecte de données et la coopération scientifique.

4. Dans l'exercice de ses fonctions, l'Organe exécutif utilisera aussi, quand il le jugera utile, les informations fournies par d'autres organisations internationales compétentes.

## SECRETARIAT

### Article 11

Le Secrétaire exécutif de la Commission économique pour l'Europe assurera, pour le compte de l'Organe exécutif, les fonctions de secrétariat, suivantes :

a) convocation et préparation des réunions de l'Organe exécutif;

b) transmission aux Parties contractantes des rapports et autres informations reçus en application des dispositions de la présente Convention;

c) toutes autres fonctions qui pourraient lui être confiées par l'Organe exécutif.

## AMENDEMENTS A LA CONVENTION

### Article 12

1. Toute Partie contractante est habilitée à proposer des amendements à la présente Convention.

2. Le texte des amendements proposés sera soumis par écrit au Secrétaire exécutif de la Commission économique pour l'Europe qui le communiquera à toutes les Parties contractantes. L'Organe exécutif examinera les amendements proposés à sa réunion annuelle suivante, pour autant que ces propositions aient été communiquées aux Parties contractantes par le Secrétaire exécutif de la Commission économique pour l'Europe au moins quatre-vingt-dix jours à l'avance.

3. Un amendement à la présente Convention devra être adopté par consensus des représentants des Parties contractantes, et entrera en vigueur pour les Parties contractantes qui l'auront accepté le quatre-vingt-dixième jour à compter de la date à laquelle les deux tiers des Parties contractantes auront déposé leur instrument d'acceptation auprès du dépositaire. Par la suite, l'amendement entrera en vigueur pour toute autre Partie contractante le quatre-vingt-dixième jour à compter de la date à laquelle ladite Partie contractante aura déposé son instrument d'acceptation de l'amendement.

## REGLEMENT DES DIFFERENDS

### Article 13

Si un différend vient à surgir entre deux ou plusieurs Parties contractantes à la présente Convention quant à l'interprétation ou à l'application de la Convention, lesdites Parties rechercheront une solution par la négociation ou par toute autre méthode de règlement des différends qui leur soit acceptable.

## SIGNATURE

### Article 14

1. La présente Convention sera ouverte à la signature des Etats membres de la Commission économique pour l'Europe, des Etats jouissant du statut consultatif auprès de la Commission économique pour l'Europe en vertu du paragraphe 8 de la résolution 36 (IV) du 28 mars 1947 du Conseil économique et social et des organisations d'intégration économique régionale constituées par des Etats souverains membres de la Commission économique pour l'Europe et ayant compétence pour négocier, conclure et appliquer des accords internationaux dans les matières couvertes par la présente Convention, à l'Office des Nations Unies à Genève, du 13 au 16 novembre 1979, à l'occasion de la Réunion à haut niveau, dans le cadre de la Commission économique pour l'Europe, sur la protection de l'environnement.

2. S'agissant de questions qui relèvent de leur compétence, ces organisations d'intégration économique régionale pourront, en leur nom propre, exercer les droits et s'acquitter des responsabilités que la présente Convention confère à leurs Etats membres. En pareil cas, les Etats membres de ces organisations ne seront pas habilités à exercer ces droits individuellement.

## RATIFICATION, ACCEPTATION, APPROBATION ET ADHESION

### Article 15

1. La présente Convention sera soumise à ratification, acceptation ou approbation.

2. La présente Convention sera ouverte à l'adhésion, à compter du 17 novembre 1979, des Etats et organisations visés au paragraphe 1 de l'article 14.

3. Les instruments de ratification, d'acceptation, d'approbation ou d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies, qui remplira les fonctions de dépositaire.

## ENTREE EN VIGUEUR

### Article 16

1. La présente Convention entrera en vigueur le quatre-vingt-dixième jour à compter de la date de dépôt du vingt-quatrième instrument de ratification, d'acceptation, d'approbation ou d'adhésion.

2. Pour chacune des Parties contractantes qui ratifie, accepte ou approuve la présente Convention ou y adhère après le dépôt du vingt-quatrième instrument de ratification, d'acceptation, d'approbation ou d'adhésion, la Convention entrera en vigueur le quatre-vingt-dixième jour à compter de la date du dépôt par ladite Partie contractante de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion.

### RETRAIT

### Article 17

A tout moment après cinq années à compter de la date à laquelle la présente Convention sera entrée en vigueur à l'égard d'une Partie contractante, ladite Partie contractante pourra se retirer de la Convention par notification écrite adressée au dépositaire. Ce retrait prendra effet le quatre-vingt-dixième jour à compter de la date de réception de la notification par le dépositaire.

### TEXTES AUTHENTIQUES

### Article 18

L'original de la présente Convention, dont les textes anglais, français et russe sont également authentiques, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

EN FOI DE QUOI les soussignés, à ce dûment autorisés, ont signé la présente Convention.

FAIT à Genève, le treize novembre mil neuf cent soixante-dix-neuf.

# КОНВЕНЦИЯ О ТРАНСГРАНИЧНОМ ЗАГРЯЗНЕНИИ ВОЗДУХА НА БОЛЬШИЕ РАССТОЯНИЯ

*Стороны настоящей Конвенции*,

*преисполненные решимости* содействовать развитию связей и сотрудничества в области охраны окружающей среды,

*сознавая* важность деятельности Европейской экономической комиссии Организации Объединенных Наций для укрепления таких связей и сотрудничества, в частности, в области борьбы с загрязнением воздуха, включая перенос загрязнителей воздуха на большие расстояния,

*признавая* вклад Европейской экономической комиссии в многостороннее осуществление соответствующих положений Заключительного акта Совещания по безопасности и сотрудничеству в Европе,

*учитывая* положения главы Заключительного акта Совещания по безопасности и сотрудничеству в Европе, касающейся окружающей среды, в которых содержится призыв к сотрудничеству в области борьбы с загрязнением воздуха и его последствиями, включая перенос загрязнителей воздуха на большие расстояния, а также к разработке путем международного сотрудничества широкой программы мониторинга и оценки переноса загрязнителей воздуха на большие расстояния, начиная с двуокиси серы, с возможным охватом в дальнейшем других загрязнителей,

*принимая во внимание* соответствующие положения Декларации Конференции Организации Объединенных Наций по проблемам окружающей человека среды и, в частности, принцип 21, в котором выражается общая убежденность в том, что в соответствии с Уставом Организации Объединенных Наций и принципами международного права государства имеют суверенное право разрабатывать свои собственные ресурсы согласно своей политике в области окружающей среды и несут ответственность за обеспечение того, чтобы деятельность в рамках их юрисдикции или контроля не наносила ущерба окружающей среде других государств или районов за пределами действия национальной юрисдикции,

*признавая* существование возможных отрицательных последствий – как в краткосрочном, так и в долгосрочном плане – загрязнения воздуха, включая трансграничное загрязнение воздуха,

*выражая обеспокоенность* по поводу того, что ожидаемое согласно прогнозам повышение уровня выбросов загрязнителей воздуха в регионе может усугубить такие отрицательные последствия,

*признавая* необходимость изучения последствий переноса загрязнителей воздуха на большие расстояния и необходимость поисков решений выявленных проблем, подтверждая свою готовность усилить активное международное сотрудничество с целью разработки соответствующих национальных мероприятий и посредством обмена информацией, консультаций, научно-исследовательской деятельности и мониторинга координировать национальные меры по борьбе с загрязнением воздуха, включая трансграничное загрязнение воздуха на большие расстояния,

согласились о нижеследующем:

## ОПРЕДЕЛЕНИЯ

### Статья 1

Для целей настоящей Конвенции:

а) "загрязнение воздуха" означает введение человеком, прямо или косвенно, веществ или энергии в воздушную среду, влекущее за собой вредные последствия такого характера, как угроза здоровью людей, нанесение вреда живым ресурсам, экосистемам и материальным ценностям, а также нанесение ущерба ценности ландшафта или помехи другим законным видам использования окружающей среды; определение "загрязнители воздуха" понимается соответствующим образом;

b) "трансграничное загрязнение воздуха на большие расстояния" означает загрязнение воздуха, физический источник которого находится полностью или частично в пределах территории, находящейся под национальной юрисдикцией одного государства, и отрицательное влияние которого проявляется на территории, находящейся под юрисдикцией другого государства, на таком расстоянии, что в целом невозможно определить долю отдельных источников или групп источников выбросов.

## ОСНОВОПОЛАГАЮЩИЕ ПРИНЦИПЫ

### Статья 2

Договаривающиеся Стороны, учитывая должным образом соответствующие факты и проблемы, выражают решимость охранять человека и окружающую его среду от загрязнения воздуха и будут стремиться ограничивать и, насколько это возможно, постепенно сокращать и предотвращать загрязнение воздуха, включая его трансграничное загрязнение на большие расстояния.

### Статья 3

В рамках настоящей Конвенции Договаривающиеся Стороны посредством обмена информацией, консультаций, научно-исследовательской деятельности и мониторинга разработают возможно скорее политику и стратегию в качестве средств борьбы с выбросами загрязнителей воздуха, принимая во внимание усилия, уже прилагаемые на национальном и международном уровнях.

## Статья 4

Договаривающиеся Стороны обмениваются информацией и рассматривают свою политику, научную деятельность и технические меры, направленные на борьбу, по мере возможности, с выбросами загрязнителей воздуха, которые могут иметь отрицательные последствия, способствуя, таким образом, уменьшению загрязнения воздуха, включая трансграничное загрязнение воздуха на большие расстояния.

## Статья 5

По соответствующему требованию на ранней стадии проводятся консультации между, с одной стороны, Договаривающимися Сторонами, на которые фактически распространяются неблагоприятные последствия трансграничного загрязнения воздуха на большие расстояния или которые подвержены значительному риску наступления таких последствий, и с другой - Договаривающимися Сторонами, в пределах которых и под юрисдикцией которых возникает или может возникнуть значительная доля трансграничного загрязнения воздуха на большие расстояния в связи с осуществляемой или предусматриваемой ими деятельностью.

## РЕГУЛИРОВАНИЕ КАЧЕСТВА ВОЗДУХА

## Статья 6

Принимая во внимание статьи 2-5, проводимые исследования, обмен информацией и мониторинг и их результаты, стоимость и эффективность местных и прочих мер и в целях борьбы с загрязнением воздуха, которое, в частности, связано с новыми или реконструируемыми предприятиями, каждая Договаривающаяся Сторона обязуется разрабатывать наилучшую политику и стратегию, включая системы регулирования качества воздуха, и как их составную часть - меры по борьбе с его загрязнением, совместимые со сбалансированным развитием, в частности путем использования наилучшей имеющейся и экономически приемлемой технологии и малоотходной и безотходной технологии.

## ИССЛЕДОВАНИЯ И РАЗРАБОТКИ

## Статья 7

Договаривающиеся Стороны, исходя из своих потребностей, приступят к проведению и будут сотрудничать в проведении исследований и/или разработок по следующим вопросам:

а) имеющаяся и предлагаемая технология сокращения выбросов соединений серы и других основных загрязнителей воздуха, включая технико-экономические обоснования и последствия для окружающей среды;

b) аппаратура и другие средства наблюдения и измерения уровня выбросов и концентрации загрязнителей воздуха в атмосфере;

c) усовершенствованные модели для улучшения понимания трансграничного переноса загрязнителей воздуха на большие расстояния;

d) воздействие соединений серы и других основных загрязнителей воздуха на здоровье людей и окружающую среду, включая сельское хозяйство, лесное хозяйство, материалы, водные и другие природные экосистемы и видимость, имея в виду создание научной основы для установления соотношений доза/эффект в целях охраны окружающей среды;

e) экономическая, социальная и экологическая оценка альтернативных мер для достижения целей в области охраны окружающей среды, включая сокращение трансграничного загрязнения воздуха на большие расстояния;

f) программы обучения и подготовки кадров, связанные с экологическими аспектами загрязнения соединениями серы и другими основными загрязнителями воздуха.

## ОБМЕН ИНФОРМАЦИЕЙ

### Статья 8

В рамках Исполнительного органа, о котором говорится в статье 10, и на двусторонней основе Договаривающиеся Стороны, исходя из своих общих интересов, осуществляют обмен имеющейся информацией по следующим вопросам:

a) данные о выбросах за подлежащие согласованию периоды времени оговоренных загрязнителей воздуха, начиная с двуокиси серы, производимых с площадей по сетке согласованных размеров, или данные о потоках оговоренных загрязнителей воздуха, начиная с двуокиси серы, через отрезки национальных границ и за периоды, подлежащие согласованию;

b) основные изменения в национальной политике и в общем промышленном развитии, а также их потенциальные последствия, которые могли бы вызвать существенные изменения в трансграничном загрязнении воздуха на большие расстояния;

c) техника и технология для сокращения загрязнения воздуха, имеющего отношение к трансграничному загрязнению воздуха на большие расстояния;

d) предполагаемые расходы на борьбу с выбросами соединений серы и других основных загрязнителей воздуха в национальном масштабе;

e) метеорологические и физико-химические данные, касающиеся процессов, происходящих в ходе переноса;

f) физико-химические и биологические данные, касающиеся последствий трансграничного загрязнения воздуха на большие расстояния, и степень ущерба[1], который, согласно этим данным, может наноситься трансграничным загрязнением воздуха на большие расстояния;

g) национальная, субрегиональная и региональная политика и стратегия в области борьбы с выбросами соединений серы и других основных загрязнителей воздуха.

## ОСУЩЕСТВЛЕНИЕ И ДАЛЬНЕЙШЕЕ РАЗВИТИЕ СОВМЕСТНОЙ ПРОГРАММЫ НАБЛЮДЕНИЯ И ОЦЕНКИ РАСПРОСТРАНЕНИЯ ЗАГРЯЗНИТЕЛЕЙ ВОЗДУХА НА БОЛЬШИЕ РАССТОЯНИЯ В ЕВРОПЕ

### Статья 9

Договаривающиеся Стороны придают важное значение необходимости выполнения существующей "Совместной программы наблюдения и оценки распространения загрязнителей воздуха на большие расстояния в Европе" (ниже именуемой ЕМЕП) и в том, что касается дальнейшего развития этой программы, соглашаются подчеркнуть:

a) желательность присоединения Договаривающихся Сторон к ЕМЕП, которая на первом этапе основана на мониторинге двуокиси серы и ее производных, и ее полного осуществления;

b) необходимость использования сопоставимых или стандартизированных процедур для мониторинга, когда это возможно;

c) желательность того, чтобы программа мониторинга основывалась на системе как национальных, так и международных программ. Создание станций мониторинга и сбор данных осуществляются под национальной юрисдикцией стран, в которых расположены эти станции;

d) желательность разработки механизма совместной программы мониторинга окружающей среды на основе и с учетом существующих и будущих национальных, субрегиональных, региональных и других международных программ;

e) необходимость обмена данными о выбросах за подлежащие согласованию периоды оговоренных загрязнителей воздуха, начиная с двуокиси серы, происходящих с площадей по сетке согласованных размеров, или о потоках оговоренных загрязнителей воздуха, начиная с двуокиси серы, через отрезки национальных границ и за

---

1/ Настоящая Конвенция не содержит положений об ответственности государств за причиненный ущерб.

периоды, подлежащие согласованию. Метод, включая модель, для определения потоков, а также метод, включая модель, для определения переноса загрязнителей воздуха на основе выбросов с площади согласованных размеров, сообщаются и периодически пересматриваются с целью совершенствования методов и моделей;

f) готовность продолжать обмен национальными данными об общих выбросах согласованных загрязнителей воздуха, начиная с двуокиси серы, и периодическое обновление этих данных;

g) необходимость предоставления метеорологических и физико-химических данных, касающихся процессов, происходящих при переносе;

h) необходимость мониторинга химических компонентов в других средах, таких, как вода, почва и растительность, а также аналогичной программы мониторинга для регистрации воздействия на здоровье людей и окружающую среду;

i) желательность расширения национальных сетей ЕМЕП, с тем чтобы они могли функционировать в целях контроля и наблюдения.

## ИСПОЛНИТЕЛЬНЫЙ ОРГАН

### Статья 10

1. Представители Договаривающихся Сторон образуют в рамках Старших советников правительств стран ЕЭК по проблемам окружающей среды Исполнительный орган настоящей Конвенции и проводят совещания в этом качестве не реже одного раза в год.

2. Исполнительный орган:

  a) наблюдает за выполнением настоящей Конвенции;

  b) создает, в случае необходимости, рабочие группы для рассмотрения вопросов, связанных с выполнением и развитием настоящей Конвенции, которые с этой целью готовят соответствующие исследования и другую документацию и представляют рекомендации на рассмотрение Исполнительного органа;

  c) выполняет такие другие функции, которые могут потребоваться в соответствии с положениями настоящей Конвенции.

3. Исполнительный орган использует руководящий орган ЕМЕП в качестве неотъемлемой части механизма выполнения настоящей Конвенции, в частности, в том, что касается сбора данных и научного сотрудничества.

4. При осуществлении своих функций Исполнительный орган, когда он считает это целесообразным, использует также информацию, полученную от других соответствующих международных организаций.

### СЕКРЕТАРИАТ

### Статья 11

Исполнительный секретарь Европейской экономической комиссии выполняет для Исполнительного органа следующие секретариатские функции:

a) созыв и подготовка совещаний Исполнительного органа;

b) направление Договаривающимся Сторонам докладов и другой информации, полученной в соответствии с положениями настоящей Конвенции;

c) выполнение функций, установленных Исполнительным органом.

### ПОПРАВКИ К КОНВЕНЦИИ

### Статья 12

1. Любая Договаривающаяся Сторона может предлагать поправки к настоящей Конвенции.

2. Тексты предлагаемых поправок представляются в письменной форме Исполнительному секретарю Европейской экономической комиссии, который препровождает их всем Договаривающимся Сторонам. Исполнительный орган обсуждает предложенные поправки на своем следующем ежегодном совещании при условии, что такие поправки направлены Исполнительным секретарем Европейской экономической комиссии Договаривающимся Сторонам по крайней мере за девяносто дней до этого.

3. Поправка к настоящей Конвенции принимается на основе консенсуса представителей Договаривающихся Сторон и вступает в силу для Договаривающихся Сторон, принявших ее, на девяностый день после даты сдачи двумя третями Договаривающихся Сторон на хранение депозитарию своих документов о принятии. Впоследствии эта поправка вступает в силу для любой другой Договаривающейся Стороны на девяностый день после сдачи на хранение этой Договаривающейся Стороной своего документа о принятии данной поправки.

### УРЕГУЛИРОВАНИЕ СПОРОВ

### Статья 13

При возникновении спора между двумя или несколькими Договаривающимися Сторонами настоящей Конвенции относительно толкования или применения Конвенции они ищут решения путем переговоров или любым другим методом урегулирования споров, приемлемым для Сторон в споре.

## ПОДПИСАНИЕ

### Статья 14

1. Настоящая Конвенция открыта для подписания в Отделении Организации Объединенных Наций в Женеве с 13 по 16 ноября 1979 года в связи с проведением Совещания на высоком уровне по охране окружающей среды в рамках Европейской экономической комиссии государствами-членами Европейской экономической комиссии, а также государствами, имеющими консультативный статус при Европейской экономической комиссии в соответствии с пунктом 8 резолюции 36 (IV) Экономического и Социального Совета от 28 марта 1947 года, и региональными экономическими интеграционными организациями, созданными суверенными государствами-членами Европейской экономической комиссии и обладающими компетенцией в отношении ведения переговоров, заключения и применения международных соглашений по вопросам, охватываемым настоящей Конвенцией.

2. В вопросах, входящих в их компетенцию, такие региональные экономические интеграционные организации от своего собственного имени пользуются теми правами и выполняют те обязанности, которые определены настоящей Конвенцией для их государств-членов. В таких случаях государства-члены этих организаций не пользуются такими правами в индивидуальном порядке.

## РАТИФИКАЦИЯ, ПРИНЯТИЕ, УТВЕРЖДЕНИЕ И ПРИСОЕДИНЕНИЕ

### Статья 15

1. Настоящая Конвенция подлежит ратификации, принятию или утверждению.

2. Настоящая Конвенция открыта для присоединения с 17 ноября 1979 года государств и организаций, упомянутых в пункте 1 статьи 14.

3. Документы о ратификации, принятии, утверждении или присоединении сдаются на хранение Генеральному секретарю Организации Объединенных Наций, который выполняет функции депозитария.

## ВСТУПЛЕНИЕ В СИЛУ

### Статья 16

1. Настоящая Конвенция вступает в силу на девяностый день после даты сдачи на хранение двадцать четвертого документа о ратификации, принятии, утверждении или присоединении.

2. Для каждой Договаривающейся Стороны, которая ратифицирует, принимает или утверждает настоящую Конвенцию либо присоединяется к ней после сдачи на хранение двадцать четвертого документа о ратификации, принятии, утверждении или присоединении, Конвенция вступает в силу на девяностый день после даты сдачи на хранение такой Договаривающейся Стороной своего документа о ратификации, принятии, утверждении или присоединении.

## ВЫХОД

### Статья 17

В любое время после истечения пяти лет со дня вступления настоящей Конвенции в силу в отношении той или иной Договаривающейся Стороны эта Договаривающаяся Сторона может выйти из Конвенции путем подачи письменного уведомления об этом депозитарию. Любой такой выход из Конвенции вступает в силу на девяностый день после даты получения уведомления депозитарием.

## АУТЕНТИЧНЫЕ ТЕКСТЫ

### Статья 18

Подлинник настоящей Конвенции, английский, русский и французский тексты которой являются равно аутентичными, сдается на хранение Генеральному секретарю Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, надлежащим образом уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве, тринадцатого ноября одна тысяча девятьсот семьдесят девятого года.

In the name of Albania:
Au nom de l'Albanie:
От имени Албании:

In the name of Austria:
Au nom de l'Autriche:
От имени Австрии:

In the name of Belgium:
Au nom de la Belgique:
От имени Бельгии:

In the name of Bulgaria:
Au nom de la Bulgarie:
От имени Болгарии:

In the name of the Byelorussian Soviet Socialist Republic:
Au nom de la République socialiste soviétique de Biélorussie:
От имени Белорусской Советской Социалистической Республики:

In the name of Canada:
Au nom du Canada:
От имени Канады:

R. Fraser

In the name of Cyprus:
Au nom de Chypre:
От имени Кипра:

In the name of Czechoslovakia:
Au nom de la Tchécoslovaquie:
От имени Чехословакии:

In the name of Denmark:
Au nom du Danemark:
От имени Дании:

In the name of Finland:
Au nom de la Finlande:
От имени Финляндии:

In the name of France:
Au nom de la France:
От имени Франции:

Michel d'Ornano

In the name of the German Democratic Republic:
Au nom de la République démocratique allemande:
От имени Германской Демократической Республики:

Hans Reichelt.

In the name of the Federal Republic of Germany:
Au nom de la République fédérale d'Allemagne:
От имени Федеративной Республики Германии:

Per Fischer

In the name of Greece:
Au nom de la Grèce:
От имени Греции:

In the name of the Holy See:
Au nom du Saint-Siège:
От имени Святейшего престола:

+ Jean Rupp

In the name of Hungary:
Au nom de la Hongrie:
От имени Венгрии:

In the name of Iceland:
Au nom de l'Islande:
От имени Исландии:

Haraldur Kröyer

In the name of Ireland:
Au nom de l'Irlande:
От имени Ирландии:

Sylvester Barrett

In the name of Italy:
Au nom de l'Italie:
От имени Италии:

In the name of Liechtenstein:
Au nom du Liechtenstein:
От имени Лихтенштейна:

In the name of Luxembourg:
Au nom du Luxembourg:
От имени Люксембурга:

Jean Rettel

In the name of Malta:
Au nom de Malte:
От имени Мальты:

In the name of the Netherlands:
Au nom des Pays-Bas:
От имени Нидерландов:

In the name of Norway:
Au nom de la Norvège:
От имени Норвегии:

In the name of Poland:
Au nom de la Pologne:
От имени Польши:

In the name of Portugal:
Au nom du Portugal:
От имени Португалии:

In the name of Romania:
Au nom de la Roumanie:
От имени Румынии:

" La Roumanie interprète l'article 14,
de la présente Convention, concernant la
participation des organisations régionales
d'intégration économique constituées par
des États membres de la CEE, dans le sens qu'il
vise exclusivement des organisations internationales
auxquelles les États membres ont transféré leur
compétence pour signer, conclure et appliquer
en leur nom des accords internationaux et
pour exercer leurs droits et responsabilités
dans le domaine de la pollution transfrontière."

Romania interprets article 14 of this Convention, concerning the participation of regional economic integration organizations constituted by States members of the Economic Commission for Europe, to mean that it refers exclusively to international organizations to which States members have transferred their competence in respect of the signature, conclusion and application on their behalf of international agreements and in respect of the exercise of their rights and responsibilities in the field of transboundary pollution.

In the name of San Marino:
Au nom de Saint-Marin:
От имени Сан-Марино:

In the name of Spain:
Au nom de l'Espagne:
От имени Испании:

In the name of Sweden:
Au nom de la Suède:
От имени Швеции:

In the name of Switzerland:
Au nom de la Suisse:
От имени Швейцарии:

Hans Hürlimann

In the name of Turkey:
Au nom de la Turquie:
От имени Турции:

In the name of the Ukrainian Soviet Socialist Republic:
Au nom de la République socialiste soviétique d'Ukraine:
От имени Украинской Советской Социалистической Республики:

In the name of the Union of Soviet Socialist Republics:

Au nom de l'Union des Républiques socialistes soviétiques:

От имени Союза Советских Социалистических Республик:

In the name of the United Kingdom of Great Britain and Northern Ireland:

Au nom du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

От имени Соединенного Королевства Великобритании
и Северной Ирландии:

In the name of the United States of America:

Au nom des Etats-Unis d'Amérique:

От имени Соединенных Штатов Америки:

best copy available

In the name of Yugoslavia:
Au nom de la Yougoslavie:
От имени Югославии:

In the name of the European Economic Community:
Au nom de la Communauté économique européenne:
От имени Европейского экономического сообщества:

Sylvester Barrett

I hereby certify that the foregoing text is a true copy of the Convention on long-range transboundary air pollution, opened for signature at the United Nations Office, at Geneva, from 13 to 16 November 1979, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est une copie conforme de la Convention sur la pollution atmosphérique transfrontière à longue distance, ouverte à la signature à l'Office des Nations Unies, à Genève, du 13 au 16 novembre 1979, et dont l'original se trouve déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

*For the Secretary-General:*
*The Legal Counsel,*

*Pour le Secrétaire général :*
*Le Conseiller juridique,*

United Nations, New York,
2 January 1980

Organisation des Nations Unies, New York,
2 janvier 1980

# NEW ZEALAND

## Defense: Logistic Support

*Memorandum of understanding signed at Washington and Wellington May 13 and June 21, 1982:*
*Entered into force June 21, 1982.*

# MEMORANDUM OF UNDERSTANDING ON LOGISTIC SUPPORT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

## BACKGROUND

1. Basic security relationships between the United States and New Zealand are contained in the Australia, New Zealand, United States (ANZUS) Treaty signed on 1 September 1951.[*] This Memorandum of Understanding (MOU) supports ANZUS security objectives. The United States has a strong interest in the defense capabilities of Australia and New Zealand. The supply and support of defense materiel by the US makes an important contribution to the capacity of the New Zealand Armed Forces for self-reliant combat capability and thus to the achievement of broad ANZUS interests in the region.

2. The New Zealand Armed Forces are equipped with a range of weapon systems of United States origin. The uninterrupted supply and other logistic support of these items is essential to the operational effectiveness of the New Zealand Armed Forces.

3. In conjunction with New Zealand purchase of modern weapons systems and equipment from the United States, arrangements have been made for peacetime supply and support of the items by the United States[1]. These arrangements do not provide specifically for additional support for war or other contingency.

## PURPOSE

4. The purpose of this MOU is to set forth policies and guidelines for provision of logistic support to the New Zealand Armed Forces by the United States and to the United States Armed Forces by New Zealand during peacetime, during periods of international tension or in circumstances of armed conflict involving either or both parties.

## BASIC SUPPORT POLICY

5. The parties recognise that their national and collective capacity to resist armed attack relies in large measure on the establishment and maintenance in peacetime of defence forces equipped with effective weapons and of plans and arrangements for the timely expansion of those forces should the need arise.

Footnote: 1. Cooperative Logistic Arrangement Relating to the Supply Support of the Armed Forces of New Zealand by the United States Department of Defense (1965).

---

[*] TIAS 2493; 3 UST 3420. [Footnote added by the Department of State.]

Their common interests will be advanced with a clear understanding between them about the continued availability to New Zealand from the United States of defence articles and services in situations extending from peacetime through circumstances of armed conflict. A continuing need also exists for mutual arrangements of cooperative exchange of data, production, procurement and logistic support.

6. The parties further acknowledge that practical measures to enhance the foregoing objectives should be consistent with the broad aims of their respective defence policies. New Zealand, although heavily dependent upon an extensive range of defense articles and services procured and supported from the United States, will continue to seek to enhance its independent capacity to produce and support defence materiel.

7. Subject to the provisions of the United States Arms Export Control Act, as amended,[**] International Traffic in Arms Regulations, and related United States legislation the United States accords New Zealand the status of an eligible purchasing country who may procure defense articles and services either from United States Government or commercial sources. New Zealand is also among nations that are extended special considerations under that Act. It will be important to the basic support policies outlined in paragraphs 5 and 6 above that this status be sustained.

SUPPORT ARRANGEMENTS - PEACETIME

8. Subject to U.S. legislation and U.S. DoD releasibility policies in effect at that time, the United States will undertake to make available to New Zealand, in peacetime, defense articles and services which are mutually agreed between the parties. The defense articles and services will include:

a. Weapons systems and equipments.
b. Spare parts for weapons systems and equipment and other support items.
c. Munitions, ammunition and other explosives.
d. Modification kits.
e. Test equipment.
f. Manufacturing tooling, specialized materials and advice.
g. Manufacturing data.
h. Publications and film.
i. Technical Data Packages.
j. Technical assistance services.
k. Training.
l. Repair services.
m. Transportation services.
n. Contract Administration services.
o. Codification services.

---

[**] 82 Stat. 1320; 22 U.S.C. § 2751. [Footnote added by the Department of State.]

9. The defense articles and services which the United States will provide to New Zealand in peacetime will include those arranged under established Cooperative Logistic Supply Support Procedures.

New Zealand will have direct access to support items from the United States Defense Logistics System in accordance with those supply support procedures.

## SUPPORT ARRANGEMENTS - OTHER THAN PEACETIME

10. Subject to its laws and regulations and the exigencies of war, the United States will continue to provide logistic support materiel and services of the kind described in paragraph 8 to New Zealand during periods of international tension or in circumstances of armed conflict involving either or both parties. Such United States support could include the following elements if needed:

a. Supply and maintenance support of weapon systems and equipment of United States origin that are in the inventory of the New Zealand Armed Forces. Peacetime support arrangements would be expanded to increased levels required to meet the contingency.

b. Supply of additional weapons systems and equipment required for expansion of the New Zealand Armed Forces and to replace combat losses.

c. Supply of munitions and explosives.

d. Assistance to New Zealand in the activation and expansion of the New Zealand defense production base to produce selected items of equipment, spare parts and munitions of United States origin.

e. Provision of, or assistance with, transportation of defense articles from United States sources to the New Zealand Armed Forces.

f. Cooperative planning for pre-positioning of stocks in New Zealand. Such planning may relate to stocks for replenishment of United States and allied forces as mutually agreed by the governments of the United States and New Zealand.

g. Assistance in direct arrangements between New Zealand and the United States industry for support of weapons, systems and equipments not initially acquired through government-to-government arrangements.

h. Assistance in support of weapons and equipment of United States origin that are no longer standard with United States forces.

i. Provision of cataloguing and technical data, manufacturing information and training material to assist New Zealand in enhancing its internal logistic support capability for defense articles of United States origin.

## PROCEDURES

11. a. Supply Support - To the extent permitted by U.S. legislation, existing peacetime Cooperative Logistics Supply Support Arrangements (CLSSAs) between the United States and New Zealand will continue in force during periods of international tension or in circumstances of armed conflict involving either or both parties. Quantities of material requisitioned may be increased to meet demands. Such increases will be subject to materiel availability, procurement/production leadtimes and competing requirements/commitments of the United States Armed Forces.

b. Weapon Systems and Munitions - During periods of international tension or in circumstances of armed conflict involving either or both parties the United States will endeavour to continue the delivery of all weapons, equipment and munitions that have been ordered by New Zealand under Foreign Military Sales. Subject to its laws and regulations, the United States will also receive and endeavour to fill orders for additional weapons and munitions required by New Zealand consistent with United States requirements for the same materiel. If New Zealand desires to have selected items of weapons and munitions available in advance of normal leadtimes these should be the subject of special Foreign Military Sales arrangements to be worked out as far as practicable in peacetime. Options include measures such as prestockage, advance procurement of long leadtime components, and use of substitute items.

c. Other Support - To the extent that New Zealand anticipates requirements for the United States to provide other logistic support such as airlift, sealift, maintenance or storage, these needs should be identified and advance planning accomplished as far as practicable in peacetime.

## PRIORITIES

12. New Zealand is included in the Uniform Materiel Movement and Issue Priority System of the United States Department of Defense. Force Activity Designators (FADs) are assigned under this system by the United States Joint Chiefs of Staff (JCS). FADs will be adjusted as appropriate during periods of international tension or in circumstances of armed conflict involving either or both parties. In assigning FADs to the New Zealand Armed Forces the United States Joint Chiefs of Staff will take into account any views on priorities communicated to the United States Department of Defense by the New Zealand Ministry of Defence.

13. With regard to New Zealand purchases of United States origin defense articles and services through direct commercial channels, the USG will endeavor to assist in the expediting of export licenses and transportation services. In the event commercial sources are unable to meet the timetable required by New Zealand there will be consultation between the United States Department of Defense and the New Zealand Ministry of Defence to explore alternative means for meeting the New Zealand need.

## FUNDING

14. All materiel and services provided to New Zealand by the United States Department of Defense under this MOU will be priced on a fully reimbursable basis as required by the United States Armed Export Control Act as implemented by appropriate US Department of Defense regulations including DoD Instruction 7190.3M. All materiel and services provided to the United States by New Zealand under this MOU will also be priced on a fully reimbursable basis.

## RECIPROCAL LOGISTIC SUPPORT

15. Subject to United States laws and regulations and the exigencies of war, the United States will make its best endeavours to provide assistance sought by New Zealand to facilitate cooperative logistic support actions between countries in the Southwest Pacific area.

16. Subject to its laws and regulations and the exigencies of war, New Zealand will make its best endeavours to provide to the United States any defence articles or services of the nature described in paragraph 8 which the United States might seek from New Zealand. This could include the refit and maintenance of United States ships, aircraft and equipment in New Zealand, subject to such diplomatic clearances for entry into New Zealand as are agreed between the two governments. It could also include supply to United States forces of general supplies, replenishment items of United States design produced or available in New Zealand, and New Zealand defence articles in United States service. Charges to the USG for any articles or services rendered will be no more than the actual production costs to New Zealand plus administrative and accessorial charges not in excess of the percentages assessed by the USG when furnishing similar supplies and services to New Zealand.

## CO-ORDINATION

17. New Zealand will provide the United States the maximum practicable notice of its requirements. The United States will provide New Zealand with the maximum practicable notice of its intentions for the development, production, introduction into service, support and eventual disposal of military equipments of potential interest to the New Zealand Armed Forces. To facilitate this the United States and New Zealand will establish joint machinery for the regular review of equipment plans and programs of potential joint interest.

18. The Minister for Defence of New Zealand and the Secretary of Defense of the United States will each appoint a central point of contact for implementation of this MOU. Review meetings will be held at least once each year to assess progress, resolve problems, discuss issues, and update plans for future actions.

## IMPLEMENTATION

19. This MOU will come into force on the date it is signed by both parties.

20. Procedures and tasks that are required to implement this MOU may be undertaken by the New Zealand Ministry of Defence, including the three New Zealand Armed Services, with the United States Department of Defense or a particular United States Military Service.

## Review and Termination

21. This MOU will continue in force for a period of five years from the date of signature and may be renewed for a further period upon mutual consent of both parties. Any changes to the existing legislation, policies or procedures of either country which would require an amendment to the MOU will be brought to the attention of the other party. The MOU may be amended by an exchange of letters between the parties and may be terminated by either party giving the other party not less than 180 days notice.

For and on behalf of the
Government of the United
States

Caspar W. Weinberger

Caspar W. Weinberger
Secretary of Defense

13 MAY 1982

For and on behalf of the
Government of New Zealand

David Thomson

David Spence Thomson
Minister of Defence

21 June 1982

# COLOMBIA

## Trade in Textiles and Textile Products

***Agreement effected by exchange of notes***
***Signed at Bogota July 1 and August 11, 1982;***
***Entered into force August 11, 1982;***
***Effective July 1, 1982.***

## *The American Ambassador to the Colombian Minister for Foreign Relations*

EMBASSY OF THE
UNITED STATES OF AMERICA

Bogota, July 1, 1982

No. 503

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols of December 14, 1977 and December 22, 1981,[1] respectively, at Geneva (hereinafter referred to as the Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Republic of Colombia held in Bogota from February 22 to February 25, 1982, concerning exports of cotton, wool and man-made fiber textiles and textile products from Colombia to the United States of America. As a result of those discussions and in conformity with Articles 4 and 6 of the Arrangement, I have the honor to propose the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Government of the United States of America and the Government of the Republic of Colombia.

His Excellency
Carlos Lemos Simmonds,
Minister for Foreign Relations,
Bogotá.

---

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4533. [Footnote added by the Department of State.]

1. The term of this Agreement shall be from July 1, 1982 through June 30, 1986. During such term, the Government of the Republic of Colombia will limit exports of cotton, wool and man-made fiber textiles and textile products to the United States during each agreement year to the limits and consultation levels specified in the following paragraphs.

2. Textiles and textile products covered by this Agreement shall be classified in three groups, as follows:

| GROUP | DEFINITION |
|---|---|
| I | Yarns of cotton, wool and man-made fibers (Categories 300, 301, 400, 600-605). |
| II | Fabric and made-up and miscellaneous non-apparel products of cotton, wool and man-made fibers (Categories 310-320, 360-369, 410-429, 464-469, 610-627, 665-669). |
| III | Apparel of cotton, wool and man-made fibers (Categories 330-359, 431-459, 630-659). |

The determination of whether a textile or textile product is of cotton, wool or man-made fiber shall be made in accordance with the terms of Paragraph 10. The categories referred to in the above definitions of groups are those summarized in Annex A.

3. Each "agreement year" shall begin July 1 and end on June 30, with the first agreement year commencing on July 1, 1982 and ending on June 30, 1983. "Limit" or "limits" means, as the context requires, a group limit or specific limit, or any combination thereof. "Flexibility" means the amount by which a specific limit may be exceeded pursuant to Paragraph 7.

4. The group limit applicable to Group III for the first agreement year is 48,499,452 square yards equivalent. For the

second and each succeeding agreement year, the group limit applicable to Group III shall be increased by seven (7) percent annually. The limits referred to in this paragraph are without adjustments under any other provision of this Agreement.

5. Within applicable group limits, the following specific limits shall apply for the first agreement year:

| CATEGORY | LIMIT | UNIT |
|---|---|---|
| 313 (sheeting) | 11,921,690 | SYD |
| 443 (suits, men's and boys') | 11,869 | DOZ. |
| 444 (suits, women's, girls' and infants') | 4,388 | DOZ. |
| 633 (suit type coats, men's and boys') | 92,986 | DOZ. |
| 641 (blouses) | 174,110 | DOZ. |

For the second and each succeeding agreement year, and within applicable group limits, each specific limit shall be increased by seven (7) percent annually except specific limits for wool categories, which shall be increased by one (1) percent annually. The limits referred to in this paragraph are without adjustment under any other provision of this Agreement.

6. The Governments of the Republic of Colombia and the United States of America will study carefully the trade of the knit and woven products that make up Category 633, and they commit themselves, in the event that one of the two countries considers that the evolution of this trade is inconvenient, to carry out consultations in which they will make every effort to reach a mutually agreeable solution.

7. During any agreement year, and within applicable group limits for such agreement year as they may be adjusted pursuant to Paragraph 8, any specific limit may be exceeded by not more than:

(A) ten (10) percent for cotton and man-made fiber products in Groups I and II;

(B) seven (7) percent for cotton and man-made fiber apparel in Group III; and

(C) five (5) percent for all wool products.

Adjustments made pursuant to this paragraph are in addition to those made pursuant to Paragraph 8.

8. (A) In any agreement year, in addition to any adjustment pursuant to Paragraph 7 in the case of a specific limit, exports may exceed by a maximum of eleven (11) percent, any group or specific limit by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year (carryover) or a portion of the corresponding limit for the succeeding agreement year (carryforward) subject to the following conditions:

(1) Carryover may be utilized as available up to eleven (11) percent of the receiving agreement year's applicable limits.

(2) The combination of carryover and carryforward may not exceed eleven (11) percent of the receiving agreement year's applicable limit.

(3) Carryforward may be utilized up to six (6) percent of the receiving agreement year's applicable limit and charged against the immediately following agreement year's corresponding limit.

(4) If substantial statistical differences exist between the import and export data from which shortfall for a given agreement year is computed, the parties shall consult as soon as possible, and in any case within the first six months of the succeeding agreement year.

(B) For purposes of this Agreement, a shortfall occurs when exports of textiles and textile products of Colombian origin to the United States during an agreement year are below any applicable group and specific limit for that agreement year. In the agreement year following the shortfall, such exports from Colombia to the United States may be permitted to exceed the group and specific limits subject to conditions of sub-paragraph (A) of this paragraph by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in either the applicable group or specific limit;

(2) In the case of shortfall in a category (or a combination of categories) subject to a specific limit, the shortfall shall be used in the same category (or combination of categories) in which the shortfall occurred; and

(3) In the case of shortfalls not attributable to categories (or a combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.

(C) The limits referred to in sub-paragraph (A) and (B) of this paragraph are without any adjustments under this paragraph or Paragraph 7.

(D) The total adjustment under this paragraph shall be in addition to the adjustment to the limits permitted by Paragraph 7.

9. (A) The Government of the United States may apply available adjustments under Paragraphs 7 and 8 to any specific limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. To the extent that such adjustments are

Reproduced from poor document.

actually utilized, they will be implemented by means of carryover, swing, and carryforward, in that order. Any unused carryforward will be re-credited to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our Governments concerning the amounts of available carryover.

(B) (1) Exports from Colombia in excess of authorized limits in any agreement year may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and charged to any applicable limits in the succeeding agreement year.

(2) Exports from Colombia in excess of authorized limits in any agreement year will, if allowed entry into the United States, be charged to any applicable limits in the succeeding agreement year.

(3) Any action taken pursuant to sub-paragraph 9 (B) (1) and 9 (B) (2) above, will not prejudice the rights of either Government regarding consultations.

10. (A) In implementing this Agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

(B) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, man-made fibers, or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or fifty (50) percent or more by weight (or seventeen (17) percent or more by weight of wool) of the product, are subject to the terms of this Agreement.

(C) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. Any products covered in sub-paragraph (B) of this paragraph but not in chief value of cotton, wool or man-made fiber shall be classified as:

(1) Cotton textiles if containing fifty (50) percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber content.

(2) Wool textiles if not cotton, and the wool equals or exceeds seventeen (17) percent by weight of all component fibers.

(3) Man-made fiber textiles if neither of the foregoing applies.

11. Categories not subject to specific limits are subject to consultation levels and, in Group III, to the specified group limit. In the event the Government of the Republic of Colombia wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of the Republic of Colombia shall request consultations with the Government of the United States of America, and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Republic of Colombia shall limit exports to the United States of America in the category in question to the applicable consultation level. Except as specified in Annex B, the annual consultation level for each category not subject to a specific limit shall be one million (1,000,000) square yards equivalent for categories 300-320, 360-369, 600-627, 665-669; seven

hundred thousand (700,000) square yards equivalent for categories 330-359 and 630-659; and one hundred thousand (100,000) square yards equivalent for categories 400-469.

12. The Government of the Republic of Colombia shall use its best efforts to space exports from the Republic of Colombia to the United States of America within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

13. The two Governments recognize that the successful implementation of this Agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of the Republic of Colombia with data on monthly imports of cotton, wool, and man-made fiber textiles and textile products from the Republic of Colombia. The Government of the Republic of Colombia shall promptly supply the Government of the United States of America with data on quarterly exports of products covered by this Agreement to the United States of America. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

14. In conformity with Article 12, Paragraph (3), of the Arrangement, and subject to certification under the system established by exchange of letters dated May 25, 1976[1] between the two Governments, or pursuant to arrangements established under Paragraph 17, Colombian exports of handloom fabrics of the cottage industry, or handmade cottage industry products made of such handloom fabrics, or the traditional folklore handicraft textile products listed in Annex C and any other such products which the parties may, by mutual agreement, add to Annex C at a later date, shall not be subject to the provisions of this Agreement.

---

[1] Not printed.

15. The Government of the Republic of Colombia and the Government of the United States of America agree to consult on any question arising in the implementation of this Agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under this Agreement, either Government may, after notification to the other Government, refer such problems to the Textiles Surveillance Body in accordance with Article 11 of the Arrangement.

16. Shipments of textiles and apparel from the Republic of Colombia to the United States of America individually valued at less than 250 dollars and so certified, shall not be charged to the limits or consultation levels set out in this Agreement.

17. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

18. In conformity with Article 8 of the Arrangement, the Republic of Colombia and the United States of America shall cooperate to avoid circumvention of the Agreement.

19. If the Government of the Republic of Colombia considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Colombia may request consultations with the Government of the United States of America with a view to taking remedial action such as a reasonable modification of this Agreement. These consultations will begin within thirty (30) days from the date of request, unless mutually agreed otherwise.

20. During the term of this Agreement, the Government of the United States of America will not request restraint on exports of cotton, wool and man-made fiber textiles and textile products from Colombia to the United States under Article 3 of the Arrangement. The applicability of the Arrangement to trade in textiles between Colombia and the United States shall be otherwise unaffected by this Agreement.

21. Both Governments shall take appropriate measures of export and import control to implement the limitation provisions of this Agreement. The nature of these measures may be a matter of discussions between the two Governments.

22. Either Government may terminate this Agreement effective at the end of any agreement year by written notice to the other Government to be given at least ninety (90) days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this Agreement.

If the foregoing proposal is acceptable to the Government of the Republic of Colombia, this Note and Your Excellency's Note of confirmation shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

---

[1] Thomas D. Boyatt. [Footnote added by the Department of State.]

## ANNEX A

| CATEGORY | DESCRIPTION | CONVERSION FACTOR (A) | UNIT OF MEASURE |
|---|---|---|---|
| YARN | | | |
| COTTON | | | |
| 300 | CARDED | 4.6 | LB. |
| 301 | COMBED | 4.6 | LB. |
| WOOL | | | |
| 400 | TOPS AND YARNS | 2.0 | LB. |
| MAN-MADE FIBER | | | |
| 600 | TEXTURED | 3.5 | LB. |
| 601 | CONT. CELLULOSIC | 5.2 | LB. |
| 602 | CONT. NONCELLULOSIC | 11.6 | LB. |
| 603 | SPUN CELLULOSIC | 3.4 | LB. |
| 604 | SPUN NONCELLULOSIC | 4.1 | LB. |
| 605 | OTHER YARNS | 3.5 | LB. |
| FABRIC | | | |
| COTTON | | | |
| 310 | GINGHAMS | 1.0 | SYD |
| 311 | VELVETEENS | 1.0 | SYD |
| 312 | CORDUROY | 1.0 | SYD |
| 313 | SHEETING | 1.0 | SYD |
| 314 | BROADCLOTH | 1.0 | SYD |
| 315 | PRINTCLOTHS | 1.0 | SYD |
| 316 | SHIRTINGS | 1.0 | SYD |
| 317 | TWILLS AND SATEENS | 1.0 | SYD |
| 318 | YARN-DYED | 1.0 | SYD |
| 319 | DUCK | 1.0 | SYD |
| 320 | OTHER FABRICS, N.K. | 1.0 | SYD |
| WOOL | | | |
| 410 | WOOLEN AND WORSTED | 1.0 | SYD |
| 411 | TAPESTRIES AND UPHOLSTERY | 1.0 | SYD |
| 425 | KNIT | 2.0 | LB. |
| 429 | OTHER FABRICS | 1.0 | SYD |
| MAN-MADE FIBER | | | |
| 610 | CONT. CELLULOSIC, N.K. | 1.0 | SYD |
| 611 | SPUN CELLULOSIC, N.K. | 1.0 | SYD |
| 612 | CONT. NONCELLULOSIC, N.K. | 1.0 | SYD |
| 613 | SPUN NONCELLULOSIC, N.K. | 1.0 | SYD |

---

(A) Conversion factor is used to convert unit of measure (e.g., pounds (LB.), dozens (DZ.), dozen pairs (DPR.), square feet (SFT.) or numbers (NO.)) to its equivalent in square yards (SYD).

| CATEGORY | DESCRIPTION | CONVERSION FACTOR (A) | UNIT OF MEASURE |
|---|---|---|---|
| FABRIC (CONT.) | | | |
| MAN-MADE FIBER | | | |
| 614 | OTHER FABRICS, N.K. | 1.0 | SYD |
| 625 | KNIT | 7.8 | LB. |
| 626 | PILE AND TUFTED | 1.0 | SYD |
| 627 | SPECIALTY | 7.8 | LB. |
| APPAREL | | | |
| COTTON | | | |
| 330 | HANDKERCHIEFS | 1.7 | DZ. |
| 331 | GLOVES | 3.5 | DPR. |
| 332 | HOSIERY | 4.6 | DPR. |
| 333 | SUIT-TYPE COATS, MEN'S AND BOYS' | 36.2 | DZ. |
| 334 | OTHER COATS, MEN'S AND BOYS' | 41.3 | DZ. |
| 335 | COATS, WOMEN'S, GIRLS' AND INFANTS' | 41.3 | DZ. |
| 336 | DRESSES (INCL. UNIFORMS) | 45.3 | DZ. |
| 337 | PLAYSUITS, SUNSUITS WASHSUITS, CREEPERS | 25.0 | DZ. |
| 338 | KNIT SHIRTS, (INCL. T-SHIRTS, OTHER AND SWEATSHIRTS) MEN'S AND BOYS' | 7.2 | DZ. |
| 339 | KNIT SHIRTS AND BLOUSES (INCL. T-SHIRTS, OTHER SWEATSHIRTS) WOMEN'S, GIRLS', AND INFANTS' | 7.2 | DZ. |
| 340 | SHIRTS, N.K. | 24.0 | DZ. |
| 341 | BLOUSES, N.K. | 14.5 | DZ. |
| 342 | SKIRTS | 17.8 | DZ. |
| 345 | SWEATERS | 36.8 | DZ. |
| 347 | TROUSERS, SLACKS, AND SHORTS (OUTER) MEN'S AND BOYS' | 17.8 | DZ. |
| 348 | TROUSERS, SLACKS AND SHORTS (OUTER) WOMEN'S, GIRLS' AND INFANTS' | 17.8 | DZ. |
| 349 | BRASSIERES, ETC. | 4.8 | DZ. |
| 350 | DRESSING GOWNS, INCL. BATHROBES, AND BEACH ROBES, LOUNGING GOWNS, HOUSE COATS, AND DUSTERS | 51.0 | DZ. |
| 351 | PAJAMAS AND OTHER NIGHTWEAR | 52.0 | DZ. |
| 352 | UNDERWEAR (INCL. UNION SUITS) | 11.0 | DZ. |
| 353 | DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, MEN'S AND BOYS' | 41.3 | DZ. |
| 354 | DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, WOMEN'S, GIRLS' AND INFANTS' | 41.3 | DZ. |
| 359 | OTHER APPAREL | 4.6 | LB. |

| CATEGORY | DESCRIPTION | CONVERSION FACTOR (A) | UNIT OF MEASURE |
|---|---|---|---|
| APPAREL (CONT.) | | | |
| WOOL | | | |
| 431 | GLOVES | 2.1 | DPR. |
| 432 | HOSIERY | 2.8 | DPR. |
| 433 | SUIT-TYPE COATS, MEN'S AND BOYS' | 36.0 | DZ. |
| 434 | OTHER COATS, MEN'S AND BOYS' | 54.0 | DZ. |
| 435 | COATS, WOMEN'S, GIRLS' AND INFANTS' | 54.0 | DZ. |
| 436 | DRESSES | 49.2 | DZ. |
| 438 | KNIT SHIRTS AND BLOUSES | 15.0 | DZ. |
| 440 | SHIRTS AND BLOUSES, N.K. | 24.0 | DZ. |
| 442 | SKIRTS | 18.0 | DZ. |
| 443 | SUITS, MEN'S AND BOYS' | 54.0 | DZ. |
| 444 | SUITS, WOMEN'S, GIRLS' AND INFANTS' | 54.0 | DZ. |
| 445 | SWEATERS, MEN'S AND BOYS' | 14.88 | DZ. |
| 446 | SWEATERS, WOMEN'S, GIRLS' AND INFANTS' | 14.88 | DZ. |
| 447 | TROUSERS, SLACKS AND SHORTS (OUTER) MEN'S AND BOYS' | 18.0 | DZ. |
| 448 | TROUSERS, SLACKS AND SHORTS (OUTER) WOMEN'S, GIRLS' AND INFANTS' | 18.0 | DZ. |
| 459 | OTHER WOOL APPAREL | 2.0 | LB. |
| MAN-MADE FIBER | | | |
| 630 | HANDKERCHIEFS | 1.7 | DZ. |
| 631 | GLOVES | 3.5 | DPR. |
| 632 | HOSIERY | 4.6 | DPR. |
| 633 | SUIT-TYPE COATS, MEN'S AND BOYS' | 36.2 | DZ. |
| 634 | OTHER COATS, MEN'S AND BOYS' | 41.3 | DZ. |
| 635 | COATS, WOMEN'S, GIRLS' AND INFANTS' | 41.3 | DZ. |
| 636 | DRESSES | 45.3 | DZ. |
| 637 | PLAYSUITS, SUNSUITS, WASHSUITS, ETC. | 21.3 | DZ. |
| 638 | KNIT SHIRTS (INCL. T-SHIRTS), MEN'S AND BOYS' | 18.0 | DZ. |
| 639 | KNIT SHIRTS AND BLOUSES (INCL. T-SHIRTS), WOMEN'S, GIRLS' AND INFANTS' | 15.0 | DZ. |
| 640 | SHIRTS, N.K. | 24.0 | DZ. |
| 641 | BLOUSES, N.K. | 14.5 | DZ. |
| 642 | SKIRTS | 17.8 | DZ. |
| 643 | SUITS, MEN'S AND BOYS' | 54.0 | DZ. |
| 644 | SUITS, WOMEN'S, GIRLS' AND INFANTS' | 54.0 | DZ. |
| 645 | SWEATERS, MEN'S AND BOYS' | 36.8 | DZ. |
| 646 | SWEATERS, WOMEN'S, GIRLS' AND INFANTS' | 36.8 | DZ. |

| CATEGORY | DESCRIPTION | CONVERSION FACTOR (A) | UNIT OF MEASURE |
|---|---|---|---|
| APPAREL (CONT.) | | | |
| MAN-MADE FIBER | | | |
| 647 | TROUSERS, SLACKS, AND SHORTS (OUTER), MEN'S AND BOYS' | 17.8 | DZ. |
| 648 | TROUSERS, SLACKS AND SHORTS (OUTER), WOMEN'S, GIRLS' AND INFANTS' | 17.8 | DZ. |
| 649 | BRASSIERES, ETC. | 4.8 | DZ. |
| 650 | DRESSING GOWNS, INCL. BATH AND BEACH ROBES | 51.0 | DZ. |
| 651 | PAJAMAS AND OTHER NIGHTWEAR | 52.0 | DZ. |
| 652 | UNDERWEAR | 16.0 | DZ. |
| 653 | DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, MEN'S AND BOYS' | 41.3 | DZ. |
| 654 | DOWN AND FEATHER-FILLED COATS, JACKETS AND VESTS, WOMEN'S, GIRLS' AND INFANTS' | 41.3 | DZ. |
| 659 | OTHER APPAREL | 7.8 | LB. |
| MADE UPS AND MISC. | | | |
| COTTON | | | |
| 360 | PILLOWCASES | 1.1 | NO. |
| 361 | SHEETS | 6.2 | NO. |
| 362 | BEDSPREADS AND QUILTS | 6.9 | NO. |
| 363 | TERRY AND OTHER PILE TOWELS | 0.5 | NO. |
| 369 | OTHER COTTON MANUFACTURES | 4.6 | LB. |
| WOOL | | | |
| 464 | BLANKETS AND AUTO ROBES | 1.3 | LB. |
| 465 | FLOOR COVERING | 0.1 | SFT. |
| 469 | OTHER WOOL MANUFACTURES | 2.0 | LB. |
| MAN-MADE FIBER | | | |
| 665 | FLOOR COVERINGS | 0.1 | SFT. |
| 666 | OTHER FURNISHINGS | 7.8 | LB. |
| 669 (1) | OTHER MAN-MADE MANUFACTURES | 7.8 | LB. |

---

(1) Excluding T.S.U.S.A. numbers 706.3400, 706.3900, 706.4140 and 706.4150.

## ANNEX B

## ANNUAL DESIGNATED CONSULTATION LEVELS IN EXCESS OF THOSE STATED IN PARAGRAPH 11 OF THE AGREEMENT

| | | ANNUAL CONSULTATION LEVEL (SQUARE YARDS EQUIVALENT) |
|---|---|---|
| 300/301 | (COTTON YARN) | 23,000,000 |
| 310 | (GINGHAM) | 3,700,000 |
| 312 | (CORDUROY) | 2,000,000 |
| 314 | (BROADCLOTH) | 2,600,000 |
| 315 | (PRINTCLOTH) | 3,000,000 |
| 317 | (TWILLS AND SATEEN) | 13,500,000 |
| 320 | (OTHER FABRICS) | 7,000,000 |
| 410 | (WOOLENS AND WORSTEDS) | 400,000 |
| 614 | (OTHER FABRIC) | 1,600,000 |
| 336 | (DRESSES) | 1,600,000 |
| 347 | (TROUSERS, MEN'S AND BOYS') | 1,600,000 |
| 348 | (TROUSERS, WOMEN'S, GIRLS' AND INFANTS') | 1,600,000 |
| 433 | (SUIT TYPE COATS, MEN'S AND BOYS') | 245,820 |
| 435 | (COATS, WOMEN'S, GIRLS' AND INFANTS') | 300,000 |
| 447 | (TROUSERS, MEN'S AND BOYS') | 300,000 |
| 459 | (OTHER WOOL APPAREL) | 150,000 |

| | | ANNUAL CONSULTATION LEVEL (SQUARE YARDS EQUIVALENT) |
|---|---|---|
| 634 | (OTHER COATS, MEN'S AND BOYS') | 2,000,000 |
| 635 | (COATS, WOMEN'S, GIRLS' AND INFANTS') | 1,900,000 |
| 636 | (DRESSES) | 1,600,000 |
| 639 | (KNIT SHIRTS AND BLOUSES, WOMEN'S, GIRLS' AND INFANTS') | 3,000,000 |
| 644 | (SUITS, WOMEN'S, GIRLS' AND INFANTS') | 1,500,000 |
| 652 | (UNDERWEAR) | 1,600,000 |

## ANNEX C

## COLOMBIAN TRADITIONAL FOLKLORE HANDICRAFT

## TEXTILE PRODUCTS

"Colombian items" are traditional Colombian products, cut, sewn, or otherwise fabricated by hand in cottage units of the cottage industry. The following is the agreed upon list of such items:

1) Bedspread

Bedspread made on manual loom

2) Blouse with Crochet Knitted Neck

A blouse made of greige cloth heavily decorated around the neck, extending down the front and around the sleeves with hand crochet work. This blouse also has embroidered panels extending down the front on either side of the crochet work.

3) Embroidered Blouse

Hand cut and hand sewn blouses with extensive hand embroidery on the upper front and lower portions.

4) Embroidered Skirt

Hand cut and hand sewn skirt with extensive hand embroidery.

5) Blankets, Hand Woven

These colorful blankets are hand woven from wool, cotton or wool and cotton, heavy yarns to form striped or block patterns. The ends may be finished with spangles formed by the ends of the yarn and knotted, or may be hemmed.

6) Indian Embroidered Cloth

Cloth panels hand embroidered with various crude and colorful Indian scenes. Generally these cloths are used as wall hangings.

7) Typical Cumbia Dress

An ankle length dress with a very wide skirt trimmed with wide handmade lace. The entire dress is hand cut and hand sewn and is a typical dress for gaiety affairs.

8) Typical Guajira Dress

A traditional loose fitting women's garment formed by a folded rectangular piece of fabric with a hole or slot in the center for the head, with intricate embroidery around the neck. This dress is made similar to a ruana, but has the outer edges sewn together except for slots for the hands and arms, and has closures on the front.

9) Typical Mapale Dress

A knee length dress consisting of very wide skirt having a row of heavy ruffles around the blouse portion and two bands of wide ruffles forming the skirt. A very gaily colored festival dress.

10) Typical Meztiza Dress

A native handmade dress with wide neckline, ruffled collar and wide skirt with ruffles on the lower part of the skirt.

11) Hammock

Multicolored striped hammocks made by hand from coarse fabrics. Ends are formed and reinforced with strong rope. Net hammocks made on manual looms.

12) Jacket, Hand Knitted

Wholly hand knitted jacket. These jackets are usually knitted from wool yarns. Patched pockets, also hand knitted, are hand sewn to the garment.

13) Jacket of Hand Loomed Fabric

These jackets are wholly hand made from hand loomed fabrics. Patched pockets, also of hand loomed fabric, are hand sewn to the garment.

14) Ruana

A cloak made from a heavy rectangular piece of fabric or a blanket with a hole in the center for the head to pass through. This is a typical garment worn by men, women and children throughout the higher and cooler altitudes of Colombia. The men's ruana will generally have no fringes. Women's ruanas may have fringes and are sometimes slit from the neck opening to the edge to permit the wearer to put it on as a cape.

Children's ruanas sometimes have a collar around the opening with draw strings for a close fit. These garments are sometimes known as ponchos.

15) Rugs, Handwoven or Hand Knotted

These rugs are usually made from wool yarns and are either wholly hand woven or hand knotted. They are generally square or rectangular in shape and are in colorful designs.

16) Macrame Shawl

Hand made shawls wholly of macrame lace or with macrame lace edge. The shawls are in various colors with the typical long fringe around the lower edges.

17) Sweaters and Cardigans, Hand Knitted

Wholly hand knitted sweaters and cardigans, generally a bulky knit with decorative vertical patterns.

18) Table Cloths and Napkins, Embroidered

Table cloths and napkins cut and hemmed by hand and extensively embroidered by hand.

19) Colorful Waist Band

Hand plaited waist bands in multicolors. These are sometimes sewn together to form wide bands.

20) Wall Hangings, Rectangular

A colorful wall hanging made from coarse yarns connected to decorative crudely woven bands. These are hand made and come in various sizes.

21) Wall Hanging, Tree

Tree shaped wall hangings formed by connecting together crudely woven bands in graduated sizes with coarse yarns to form the outline of a tree. The wall hanging is decorated with small balls of cotton fiber.

22) Indian Color Knapsack

Knapsack with belt like woven or plaited strap and multicolored bag, to be worn on the shoulder.

23) Pillow Covers, Embroidered by Hand

Covers for throw pillow containing extensive hand embroidery covering 50 percent or more of the outer surface of the cover.

24) Handmade Macrame Handbags

*The Colombian Minister for Foreign Relations to the American Ambassador*

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE-OR.- 02902

Bogotá, 11 de agosto de 1982

Excelencia:

Tengo el honor de avisar recibo en este Despacho de la Nota de Vuestra Excelencia señalada con el No.503 de fecha 1°de julio, mediante la cual el Gobierno de Vuestra Excelencia tiene a bien proponer al Gobierno de Colombia la celebración de un Convenio relativo al comercio de textiles y manufacturas de textiles - de algodón, lana y fibras sintéticas entre la República de Colombia y los Estados Unidos de América, de conformidad con los artículos 4 y 6 del Acuerdo relativo al Comercio Internacional de Textiles, hecho en Ginebra el 20 de diciembre de 1973 y prorrogado mediante protocolos de 14 de diciembre de 1977 y 22 de diciembre de 1981.

El texto de la nota de Vuestra Excelencia dice a la letra lo siguiente:

A su Excelencia
THOMAS D. BOYATT
Embajador de los Estados
Unidos de América
BOGOTA.

"Tengo el honor de referirme al Acuerdo Relativo al Comercio Internacional de los Textiles, junto con sus Anexos, hecho en Ginebra el 20 de diciembre de 1973 y prorrogado por los Protocolos adoptados el 14 de diciembre de 1977 y el 22 de diciembre de 1981, respectivamente, en Ginebra (de ahora en adelante llamado el Acuerdo). También tengo el honor de referirme a las deliberaciones entre los representantes del Gobierno de los Estados Unidos de América y del Gobierno de la República de Colombia, celebradas en Bogotá del 22 al 25 de febrero de 1982, respecto a las exportaciones de textiles y manufacturas de textiles de algodón, lana y fibras sintéticas de la República de Colombia hacia los Estados Unidos de América. Como resultado de tales deliberaciones y de conformidad con los artículos 4 y 6 del Acuerdo, tengo el honor de proponer el siguiente Convenio relacionado con el comercio de textiles y manufacturas de algodón, lana y fibras sintéticas entre la República de Colombia y los Estados Unidos de América .

1. La duración de este Convenio será desde el 1o. de Julio de 1982 hasta el 30 de Junio de 1986. Durante este período, el Gobierno de la República de Colombia limitará las exportaciones de textiles y manufacturas de textiles de algodón, lana y fibras sintéticas a los Estados Unidos, durante cada año del Convenio, a los límites y niveles de consulta que se especifican en los siguientes parágrafos.

2. Los textiles y manufacturas de textiles incluídos en este Convenio se clasificarán en tres grupos, como sigue:

| GRUPO | DEFINICION |
|---|---|
| I | Hilazas de algodón, lana y fibras sintéticas (Categorías 300, 301, 400, 600-605). |
| II | Tejidos, manufacturas y productos varios que no sean prendas de vestir, de algodón, lana y fibras sintéticas (Categorías 310-320, 360-369, 410-429, 464-469, 610-627, 665-669). |
| III | Prendas de vestir de algodón, lana y fibras sintéticas (Categorías 330-359, 431-459, 630-659). |

La determinación acerca de si un textil o una manufactura textil es de algodón, lana o fibras sintéticas, se tomará de acuerdo con los términos del Parágrafo 10. Las Categorías que se mencionan en las anteriores definiciones de Grupos son las que aparecen resumidas en el Anexo A.

3. Cada "Año del Convenio" empezará el 1°de julio y terminará el 30 de junio. El primer año del Convenio se iniciará el 1° de julio de 1982 y terminará el 30 de junio de 1983. El "Límite" o los "Límites" significan, según el contexto respectivo, un Límite de Grupo o un Límite Específico, o cualquier combinación de los mismos. "Flexibilidad" significa la cantidad en la cual puede excederse un Límite Específico de acuerdo al Parágrafo 7.

4. El Límite de Grupo aplicable al Grupo III para el primer año del Convenio es el equivalente a 48.499.452 yardas cuadradas. Para el segundo y cada uno de los años subsiguientes del Convenio, el Límite de Grupo aplicable al Grupo III, será incrementado anualmente en siete por ciento (7%). Los Límites que se mencionan en este parágrafo están sin los ajustes previstos en cualquier otra de las disposiciones de este Convenio.

5. Dentro de los Límites de Grupo aplicables, se aplicarán los siguientes Límites Específicos durante el primer año del Convenio:

| CATEGORIA | LIMITE | UNIDAD |
|---|---|---|
| 313 (Lencería o sheeting) | 11,921,690 | yardas cuadradas |
| 443 (Vestidos, para hombres y niños) | 11,869 | docenas |
| 444 (vestidos sastre para mujeres, niñas e infantes) | 4,388 | docenas |
| 633 (Sacos estilo sastre, para hombres y niños) | 92,986 | docenas |
| 641 (Blusas) | 174,110 | docenas |

Para el segundo y cada uno de los subsiguientes años del Convenio, y dentro de los Límites de Grupo aplicables, cada Límite Específico se incrementará anualmente en un siete por ciento (7%) excepto los Límites Específicos para las categorías de lana, los cuales se incrementarán anualmente en el uno por ciento (1%). Los Límites que se mencionan en este parágrafo están - sin los ajustes previstos en cualquier otra de las disposiciones de este Convenio.

6. Los Gobiernos de la República de Colombia y los Estados Unidos de América, estudiarán cuidadosamente el comercio de los productos de tejido de punto que componen la Categoría 633 y se comprometen, en caso de que uno de los dos países considere que la evolución de este comercio no sea conveniente, a llevar a cabo consultas en las cuales harán todos los esfuerzos para llegar a una solución mutuamente satisfactoria.

7. Durante cualquier año del Convenio, y dentro de los Límites de Grupo aplicables para ese año, tal como pueden ajustarse conforme al parágrafo 8, cualquier Límite Específico puede superarse en una cantidad que no exceda de:

(A) Diez por ciento (10%) para manufacturas de algodón y fibras sintéticas en los Grupos I y II;

(B) Siete por ciento (7%) para prendas de vestir de algodón y fibras sintéticas en el Grupo III; y

(C) Cinco por ciento (5%) para todos los productos de lana.

Los ajustes que se efectúen de conformidad con este parágrafo son adicionales a los que se hagan de acuerdo con el parágrafo 8.

8. (A) En cualquier año del Convenio, además de cualquier ajuste que se haga conforme al parágrafo 7 en el caso de un Límite Específico, las exportaciones pueden exceder en un máximo de once por ciento (11%), cualquier Límite de Grupo o Específico, asignando a tal Límite para ese año una parte no utilizada del límite correspondiente al año anterior (carryover) o una parte del límite correspondiente al año subsiguiente (carryforward), sujeto a las siguientes condiciones:

(1) El "carryover" puede utilizarse, si hay disponibilidad, hasta el once por ciento (11%) de los Límites aplicables al año receptor del Convenio.

(2) La combinación de "carryover" y"carryforward" no podrá exceder el once por ciento (11%) del límite aplicable al año receptor.

(3) El "carryforward" puede utilizarse hasta por el seis por ciento (6%) del Límite aplicable al año receptor del Convenio, cargándolo contra el límite correspondiente al año inmediatamente subsiguiente del Convenio.

(4) Si existen considerables diferencias estadísticas entre los datos de importación y exportación con base en los cuales se computa el remanente ("shortfall") para un determinado año del Convenio, las partes se consultarán a la mayor brevedad posible y en todo caso, dentro de los primeros seis meses del año subsiguiente del Convenio.

(B) Para los propósitos de este Convenio, un remanente ocurre cuando las exportaciones de textiles y manufacturas de textiles de origen colombiano a los Estados Unidos durante un año del Convenio, sean menores que cualquier Límite de Grupo y Específico aplicable para ese año. En el año del Convenio que sigue al del remanente, se puede permitir que tales exportaciones de Colombia a los Estados Unidos excedan los Límites de Grupo y Específicos, sujeto a las condiciones del inciso (A) de este parágrafo por el "carryover" del remanente, en la siguiente forma:

(1) El "carryover" no podrá exceder la cantidad del remanente en el Límite de Grupo o en el Límite Específico aplicables;

(2) En el caso de remanente en una Categoría ( o una combinación de Categorías) sujeta a un Límite Específico, el remanente será utilizado en la misma categoría (o combinación de categorías) en que haya ocurrido; y

(3) En el caso de remanentes que no sean atribuibles a Categorías (o combinación de Categorías) sujetas a Límites Específicos, el "carryover" será utilizado en el mismo grupo en que haya ocurrido el remanente.

(C) Los Límites mencionados en los incisos (A) y (B) de este parágrafo están sin ningún ajuste de los previstos en éste o en el parágrafo 7.

(D) El ajuste total contemplado en este parágrafo será adicional al ajuste de los límites permitidos por el parágrafo 7.

9. (A) El Gobierno de los Estados Unidos podrá aplicar los ajustes disponibles según los parágrafos 7 y 8 a cualquier Límite Específico cuando quiera que los ajustes parezcan apropiados para facilitar el flujo del comercio y la correcta administración del Convenio. En la medida en que tales ajustes sean efectivamente utilizados, ellos serán implementados por medio de "carryover", "swing",, y "carryforward", en ese orden. Cualquier "carryforward" no utilizado será reasignado al límite del período siguiente. Este procedimiento no perjudicará el resultado de cualquiera de las consultas que puedan ser sostenidas entre nuestros gobiernos referentes a las cantidades de"carryover" disponible.

(B) (1) A las exportaciones desde Colombia que excedan los límites autorizados en cualquier año del Convenio se les puede negar la entrada en los Estados Unidos. A cualquiera de esos despachos cuya entrada ha sido negada, se les podrá permitir la entrada a los Estados Unidos y cargar a cualquiera de los límites aplicables en el año siguiente del Convenio.

(2) Las exportaciones desde Colombia que exceden los límites autorizados en cualquier año del Convenio, si la entrada a los Estados Unidos es permitida, serán cargadas a cualquiera de los límites aplicables en el año siguiente del Convenio.

(3) Cualquier acción tomada de conformidad con los - anteriores incisos, 9 (B) (1) y 9 (B) (2), no perjudicará los derechos de uno u otro Gobierno respecto a las consultas.

10. (A) Al implementar este Convenio, se aplicarán el sistema de Categorías y los Factores de conversión al equivalente en yardas cuadradas, que se anotan en el Anexo A adjunto.

(B) Las mechas, hilazas, géneros que se venden por piezas, confecciones, prendas de vestir y otros productos textiles manufacturados, que derivan sus principales características de sus - componentes textiles, de algodón, lana, fibras sintéticas, o mezclas de las mismas, en las cuales una o todas estas fibras en combinación representan el valor principal de las fibras o el cincuenta - por ciento (50%) o mas por peso (o el diez y siete por ciento (17%) o mas por el peso de la lana) del producto, están sometidos a los términos de este Convenio.

(C) Para fines de este Convenio, los productos textiles se clasificarán como textiles de algodón, lana o fibras sintéticas, si están compuestos totalmente o en su valor principal, de cualquiera de estas fibras. Cualquiera de los productos mencionados en el inciso (B) de este parágrafo, pero que no tengan valor principal de algodón, lana o fibras sintéticas, serán clasificados como - sigue:

(1) Textiles de algodón: si contienen el cincuenta por ciento (50%) o más de su peso en algodón, o si el componente - de algodón excede en peso al componente de lana y/o de fibras sintéticas.

(2) Textiles de lana: si no son de algodón y si la lana iguala o excede por peso en el diez y siete por ciento (17%) a todas las fibras componentes.

(3) Textiles de fibras sintéticas: si no es aplicable - ninguno de los casos anteriores.

11. Las Categorías que no estén sometidas a Límites Específicos, están sujetas a niveles de consulta y en el Grupo III, al Límite de Grupo Específico. En el caso de que el Gobierno de la República de Colombia desee autorizar exportaciones a los Estados Unidos en cualquier Categoría, en exceso del nivel de consulta aplicable, durante cualquier año del Convenio, solicitará consultas con el - Gobierno de los Estados Unidos de América y éste atenderá tales - consultas. Hasta que no se haya logrado un acuerdo sobre un nivel distinto de exportaciones, el Gobierno de la República de Colombia las limitará en la Categoría en cuestión, al nivel de consulta - aplicable. Con excepción de lo especificado en el Anexo B, el nivel de consulta anual para cada Categoría que no esté sometida a un Límite Específico, será el equivalente a un millón (1'000.000) de yardas cuadradas para las Categorías 300-320, 360-369,600-627 y 665-669; el equivalente a setecientas mil (700.000) yardas cuadradas para las Categorías 330-359 y 630-659; y el equivalente a cien mil (100.000) yardas cuadradas para las Categorías 400-469.

12. El Gobierno de la República de Colombia tratará de distribuír las exportaciones a los Estados Unidos, dentro de cada Categoría, de una manera uniforme durante cada año del Convenio, teniendo en cuenta los factores normales de las estaciones.

13. Los dos Gobiernos reconocen que la implementación exitosa de este Convenio depende en gran parte de la cooperación mutua sobre cuestiones estadísticas. El Gobierno de los Estados Unidos de América suministrará con prontitud al Gobierno de la República de Colombia, las estadísticas sobre importaciones mensuales de textiles de algodón, lana y fibras sintéticas procedentes de Colombia. A su vez, el Gobierno de la República de Colombia proporcionará con prontitud al Gobierno de los Estados Unidos de América, las estadísticas sobre las exportaciones trimestrales de los productos amparados por este Convenio, dirigidas a los Estados Unidos. Ambos Gobiernos convienen en suministrar con prontitud cualquier otro dato estadístico pertinente y disponible que solicite el otro Gobierno.

14. De conformidad con el Artículo 12, Parágrafo (3) del Acuerdo, y sujeto a certificación según el sistema establecido por el intercambio de notas fechado el 25 de Mayo de 1976 entre los dos Gobiernos o, de acuerdo con los arreglos establecidos en virtud del parágrafo IV, las exportaciones colombianas de géneros tejidos en telar manual de la industria casera, o de productos de la industria casera hechos a mano con tales géneros, o de productos textiles propios del folclore artesanal enumerados en el Anexo C y cualquier otro de tales productos que las partes podrán añadir con posterioridad al Anexo C, por mutuo acuerdo, no estarán sujetos a las disposiciones de este Convenio.

15. Los Gobiernos de la República de Colombia y de los Estados Unidos de América, se comprometen a consultarse sobre cualquier

diferencia que se presente en relación con el cumplimiento de este Convenio. Si los dos Gobiernos no logran encontrar una solución mutuamente satisfactoria, dentro de un período de tiempo razonable,a los problemas que han sido materia de consultas de conformidad con este Convenio, cualquiera de ellos puede, después de notificar al otro Gobierno, referir tales problemas al Organo de Vigilancia de los Textiles, de conformidad con el Artículo 11 del Acuerdo.

16. Los despachos de textiles y confecciones de la República de Colombia a los Estados Unidos con un valor individual, debidamente certificado, de menos de 250 dólares, no serán imputables a los límites o niveles de consulta señalados en este Convenio.

17. Pueden llevarse a cabo arreglos o ajustes administrativos que sean mutuamente satisfactorios, para resolver problemas menores que surjan en la implementación de este Convenio, incluyendo diferencias en puntos de procedimiento o funcionamiento.

18. De conformidad con el Artículo 8 del Acuerdo, la República de Colombia y los Estados Unidos de América cooperarán para evitar cualquier acción que desvirtúe este Convenio.

19. Si el Gobierno de la República de Colombia considera que, como resultado de las limitaciones estipuladas en este Convenio, se le está colocando en una situación desventajosa frente a un tercer país, puede solicitar consultas con el Gobierno de los Estados Unidos de América con el fin de tomar medidas para solucionar dicha situación, tales como una modificación razonable de este Convenio. Estas consultas comenzarán dentro de los treinta (30) días siguientes a la fecha de la solicitud, a menos que de otra manera se llegue a un mutuo acuerdo.

20. Durante el término de este Convenio, el Gobierno de los Estados Unidos de América no invocará los procedimientos del Artículo 3 del Acuerdo, para solicitar la limitación de las exportaciones de textiles de algodón, lana y fibras sintéticas, de Colombia hacia los Estados Unidos. La aplicabilidad del Acuerdo al comercio de textiles entre Colombia y los Estados Unidos, no se - afectará de otra manera por este Convenio.

21. Ambos Gobiernos tomarán las medidas apropiadas de con - trol de exportaciones e importaciones para aplicar las disposiciones de limitación de este Convenio. La índole de estas medidas - puede ser materia de discusión entre los dos Gobiernos.

22. Cualquiera de los dos Gobiernos podrá dar por terminado este Convenio, con efectividad a partir del final de cualquier año del Convenio, mediante notificación escrita al otro Gobierno, la cual deberá transmitirse por lo menos noventa (90) días antes del fin de tal año. Cualquiera de los dos Gobiernos podrá en cualquier momento proponer revisiones a los términos del mismo.

Si la propuesta anterior es aceptable para el Gobierno de - Colombia, esta nota y la nota de confirmación de su Excelencia en nombre del Gobierno de Colombia, constituirán un Acuerdo entre - nuestros dos Gobiernos."

Tengo el honor de confirmar, a nombre del Gobierno de la República de Colombia, el acuerdo antes transcrito y acordar que la nota de Vuestra Excelencia y la presente sean consideradas como constitutivas de un Acuerdo entre los dos Gobiernos, el cual - tendrá vigencia a partir del 1°de julio de 1982.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi mas alta y distinguida consideración.

24

RODRIGO LLOREDA CAICEDO
Ministro de Relaciones Exteriores

## ANEXO A

| CATEGORIA | DESCRIPCION | FACTOR DE CONVERSION (A) | UNIDAD DE MEDIDA |
|---|---|---|---|
| | HILAZAS | | |
| | ALGODON | | |
| 300 | CARDADAS | 4.6 | LIBRA |
| 301 | PEINADAS | 4.6 | LIBRA |
| | LANA | | |
| 400 | TOPS (MECHAS) E HILAZAS | 2.0 | LIBRA |
| | FIBRAS SINTETICAS | | |
| 600 | TEXTURIZADAS | 3.5 | LIBRA |
| 601 | CONT. CELULOSO | 5.2 | LIBRA |
| 602 | CONT. NO - CELULOSO | 11.6 | LIBRA |
| 603 | SPUN (HILADO) CELULOSO | 3.4 | LIBRA |
| 604 | SPUN (HILADO) NO-CELULOSO | 4.1 | LIBRA |
| 605 | OTRAS HILAZAS | 3.5 | LIBRA |
| | TELAS | | |
| | ALGODON | | |
| 310 | GINGHAMS (GUINGAS) | 1.0 | YC (Yardas Cuadradas) |
| 311 | VELVETEENS (VELUDILLOS) | 1.0 | YC |
| 312 | PANA | 1.0 | YC |
| 313 | SHEETING (LENCERIA) | 1.0 | YC |
| 314 | BROADCLOTH (PAÑO FINO DE MAS DE 29 PULGADAS DE ANCHO) | 1.0 | YC |
| 315 | PRINTCLOTHS (ESTAMPADOS) | 1.0 | YC |
| 316 | TELAS PARA CAMISAS | 1.0 | YC |
| 317 | TWILLS & SATEENS (TELAS CRUZADAS Y SATINES) | 1.0 | YC |
| 318 | YARN-DYED (DE HILAZA TEÑIDA) | 1.0 | YC |
| 319 | DUCK (DRILL) | 1.0 | YC |
| 320 | OTRAS TELAS, N.K. (QUE NO SON DE PUNTO) | | |
| | LANA | | |
| 410 | WOOLENS AND WORSTED (LANAS Y ESTAMBRES) | 1.0 | YC |
| 411 | TAPESTRIES AND UPHOLSTERY (TAPECERIAS Y TELAS PARA CUBRIR MUEBLES) | 1.0 | YC |
| 425 | KNIT (DE PUNTO) | 2.0 | LIBRA |
| 429 | OTRAS TELAS | 1.0 | YC |

---

(A) El factor de conversión es utilizado para convertir una unidad de medida (ejemplo, libras, docenas, docenas de pares, pies cuadrados, o números) a su equivalencia en yardas cuadradas (YC).

| CATEGORIA | DESCRIPCION | FACTOR DE CONVERSION (A) | UNIDAD DE MEDIDA |
|---|---|---|---|
| | TELAS (CONT.) | | |
| | FIBRAS SINTETICAS | | |
| 610 | CONT. CELULOSO, N.K.(QUE NO SON DE PUNTO | 1.0 | YC |
| 611 | SPUN (HILADO) CELULOSO, N.K (QUE NO SON DE PUNTO) | 1.0 | YC |
| 612 | CONT. NO-CELULOSO, N.K. (QUE NO SON DE PUNTO) | 1.0 | YC |
| 613 | SPUN (HILADO) NO CELULOSO, N.K. (QUE NO SON DE PUNTO) | 1.0 | YC |
| 614 | OTRAS TELAS, N.K (QUE NO SON DE PUNTO) | 1.0 | YC |
| 625 | KNIT (DE PUNTO) | 7.8 | LIBRA |
| 626 | PILE AND TUFTED (DE PELUSA Y PENACHUDO) | 1.0 | YC |
| 627 | SPECIALTY (DE ESPECIALIDAD) | 7.8 | LIBRA |
| | CONFECCIONES | | |
| | ALGODON | | |
| 330 | PAÑUELOS | 1.7 | DOCENA |
| 331 | GUANTES | 3.5 | DOCENAS DE PARES |
| 332 | CALCETERIA | 4.6 | DOC. DE PARES |
| 333 | SACOS, SUIT TYPE (TIPO DE TRAJE), PARA HOMBRES Y NIÑOS | 36.2 | DOCENA |
| 334 | OTROS SACOS, PARA HOMBRES Y NIÑOS | 41.3 | DOCENA |
| 335 | SACOS, PARA MUJERES Y NIÑAS E INFANTES | 41.3 | DOCENA |
| 336 | VESTIDOS PARA MUJERES, INCLUYENDO UNIFORMES | 45.3 | DOCENA |
| 337 | PLAYSUITS, SANSUITS, WASH SUITS, CREEPERS (VESTIDOS PARA JUEGO, VESTIDOS PARA TOMAR EL SOL, VESTIDOS PARA LAVAR, VESTIDOS PARA GATEAR) | 25.0 | DOCENA |
| 338 | KNIT SHIRTS (CAMISAS DE TEJIDO DE PUNTO), INCLUYENDO T-SHIRTS (CAMISETAS-T), OTRAS CAMISAS Y SUDADERAS (SWEATSHIRTS),PARA HOMBRES Y NIÑOS | 7.2 | DOCENA |
| 339 | KNIT SHIRTS AND BLOUSES (CAMISAS Y BLUSAS DE TEJIDO DE PUNTO),INCLUYENDO T-SHIRTS (CAMISETAS-T),OTRAS CAMISAS Y SUDADERAS (SWEATSHIRTS) PARA MUJERES, NIÑAS E INFANTES | 7.2 | DOCENA |

| CATEGORIA | DESCRIPCION (CONT.) | FACTOR DE CONVERSION (A) | UNIDAD DE MEDIDA |
|---|---|---|---|
| 340 | CAMISAS, N.K (QUE NO SON DE PUNTO) | 24.0 | DOCENA |
| 341 | BLUSAS, N.K. (QUE NO SON DE PUNTO) | 14.5 | DOCENA |
| 342 | FALDAS | 17.8 | DOCENA |
| 345 | SWEATERS (SACOS DE PUNTO) | 36.8 | DOCENA |
| 347 | PANTALONES, SLACKS Y SHORTS (EXTERIORES), PARA HOMBRES Y NIÑOS) | 17.8 | DOCENA |
| 348 | PANTALONES, SLACKS Y SHORTS (EXTERIORES), PARA MUJERES, NIÑAS E INFANTES | 17.8 | DOCENA |
| 349 | SOSTENES, ETC. | 4.8 | DOCENA |
| 350 | BATAS, INCLUYENDO BATAS DE BAÑO, LEVANTADORAS, BATAS PARA PLAYA,BATAS DE ENTRECASA Y BATAS GUARDAPOLVOS | 51.0 | DOCENA |
| 351 | PIJAMAS Y OTRAS PRENDAS PARA DORMIR | 52.0 | DOCENA |
| 352 | ROPA INTERIOR, INCLUYENDO ROPA INTERIOR DE UNA PIEZA (UNION SUITS) | 11.0 | DOCENA |
| 353 | SACOS, CHAQUETAS Y CHALECOS RELLENOS - DE PLUMA-ALGODON PARA HOMBRES Y NIÑOS | 41.3 | DOCENA |
| 354 | SACOS, CHAQUETAS Y CHALECOS RELLENOS DE PLUMA-ALGODON PARA MUJERES, NIÑAS E - INFANTES | 41.3 | DOCENA |
| 359 | OTRAS PRENDAS DE VESTIR | 4.6 | LIBRA |
|  | LANA |  |  |
| 431 | GUANTES | 2.1 | DOC.DE PARES |
| 432 | CALCETERIA | 2.8 | DOC.DE PARES |
| 433 | SACOS, SUIT-TYPE (TIPO DE TRAJE),PARA HOMBRES Y NIÑOS | 36.0 | DOCENA |
| 434 | OTROS SACOS, PARA HOMBRES Y NIÑOS | 54.0 | DOCENA |
| 435 | SACOS PARA MUJERES, NIÑAS E INFANTES | 54.0 | DOCENA |
| 436 | VESTIDOS PARA MUJERES | 49.2 | DOCENA |
| 438 | CAMISAS Y BLUSAS DE PUNTO (KNIT) | 15.0 | DOCENA |
| 440 | CAMISAS Y BLUSAS, N.K. (QUE NO SON DE PUNTO) | 24.0 | DOCENA |
| 442 | FALDAS | 18.0 | DOCENA |
| 443 | VESTIDOS, PARA HOMBRES Y NIÑOS | 54.0 | DOCENA |
| 444 | VESTIDOS SASTRES, PARA MUJERES, NIÑAS E INFANTES | 54.0 | DOCENA |
| 445 | SWEATERS (SACOS DE PUNTO),PARA HOMBRES Y NIÑOS | 14.88 | DOCENA |
| 446 | SWEATERS (SACOS DE PUNTO),PARA MUJERES NIÑAS E INFANTES | 14.88 | DOCENA |
| 447 | PANTALONES, SLACKS Y SHORTS (EXTERIORES) PARA HOMBRES Y NIÑOS | 18.0 | DOCENA |

| CATEGORIA | DESCRIPCION (CONT.) | FACTOR DE CONVERSION (A) | UNIDAD DE MEDIDA |
|---|---|---|---|
| 448 | PANTALONES, SLACKS Y SHORTS (EXTERIORES), PARA MUJERES, NIÑAS E INFANTES | 18.0 | DOCENA |
| 459 | OTRAS PRENDAS DE VESTIR DE LANA | 2.0 | LIBRA |
| 630 | PAÑUELOS | 1.7 | DOCENA |
| 631 | GUANTES | 3.5 | DOC.DE PARES |
| 632 | CALCETERIA | 4.6 | DOC.DE PARES |
| 633 | SACOS, SUIT-TYPE (TIPO DE TRAJE), PARA HOMBRES Y NIÑOS | 36.2 | DOCENA |
| 634 | OTROS SACOS, PARA HOMBRES Y NIÑOS | 41.3 | DOCENA |
| 635 | SACOS, PARA MUJERES, NIÑAS E INFANTES | 41.3 | DOCENA |
| 636 | VESTIDOS PARA MUJERES | 45.3 | DOCENA |
| 637 | PLAYSUITS, SUNSUITS, WASHSUITS (VESTIDOS PARA JUEGO, VESTIDOS PARA TOMAR EL SOL, VESTIDOS PARA LAVAR), ETC. | 21.3 | DOCENA |
| 638 | KNIT SHIRTS (CAMISAS DE PUNTO), INCLUYENDO T-SHIRTS (CAMISETAS-T), PARA HOMBRES Y NIÑOS | 18.0 | DOCENA |
| 639 | KNIT SHIRTS AND BLOUSES (CAMISAS Y BLUSAS DE PUNTO), INCLUYENDO T-SHIRTS (CAMISETAS-T), PARA MUJERES, NIÑAS E INFANTES | 15.0 | DOCENA |
| 640 | CAMISAS, N.K (QUE NO SON DE PUNTO) | 24.0 | DOCENA |
| 641 | BLUSAS, N.K (QUE NO SON DE PUNTO) | 14.5 | DOCENA |
| 642 | FALDAS | 17.8 | DOCENA |
| 643 | VESTIDOS PARA HOMBRES Y NIÑOS | 54.0 | DOCENA |
| 644 | VESTIDO SASTRE, PARA MUJERES, NIÑAS E INFANTES | 54.0 | DOCENA |
| 645 | SWEATERS (SACOS DE PUNTO), PARA HOMBRES Y NIÑOS | 36.8 | DOCENA |
| 646 | SWEATERS (SACOS DE PUNTO), PARA MUJERES, NIÑAS E INFANTES | 36.8 | DOCENA |
| 647 | PANTALONES, SLACKS Y SHORTS(EXTERIORES), PARA HOMBRES Y NIÑOS | 17.8 | DOCENA |
| 648 | PANTALONES, SLACKS Y SHORTS(EXTERIORES), PARA MUJERES, NIÑAS E INFANTES | 17.8 | DOCENA |
| 649 | SOSTENES, ETC. | 4.8 | DOCENA |
| 650 | BATAS LEVANTADORAS, INCLUYENDO BATAS DE BAÑO Y BATAS DE PLAYA | 51.0 | DOCENA |
| 651 | PIJAMAS Y OTRAS PRENDAS PARA DORMIR | 52.0 | DOCENA |
| 652 | ROPA INTERIOR | 16.0 | DOCENA |
| 653 | SACOS, CHAQUETAS Y CHALECOS RELLENOS DE PLUMAS-FIBRAS SINTETICAS- PARA HOMBRES Y NIÑOS | 41.3 | DOCENA |
| 654 | SACOS, CHAQUETAS Y CHALECOS RELLENOS DE PLUMAS-FIBRAS SINTETICAS PARA - MUJERES Y NIÑAS E INFANTES | 41.3 | DOCENA |

| CATEGORIA | DESCRIPCION (CONT.) | FACTOR DE CON VERSION (A) | UNIDAD DE MEDIDA |
|---|---|---|---|
| 659 | OTRAS PRENDAS DE VESTIR | 7.8 | LIBRA |
| 360 | FUNDAS | 1.1. | NO. |
| 361 | SABANAS | 6.2 | NO. |
| 362 | CUBRELECHOS Y COLCHAS | 6.9 | NO. |
| 363 | TOALLAS TERRY Y OTRAS TOALLAS DE PELUSA | 0.5 | NO. |
| 369 | OTRAS MANUFACTURAS DE ALGODON | 4.6 | NO. |
| LANA | | | |
| 464 | FRAZADAS Y MANTAS PARA AUTOMOVILES | 1.3 | LIBRA |
| 465 | CUBRIMIENTOS PARA PISOS (FLOOR COVERING) | 0.1 | PIES CUADRADOS |
| 469 | OTRAS MANUFACTURAS DE LANA | 2.0 | LIBRA |
| FIBRAS SINTETICAS | | | |
| 665 | CUBRIMIENTOS PARA PISOS (FLOOR COVERING) | 0.1 | PIES CUADRADOS |
| 666 | OTROS AVIOS (ENSERES) | 7.8 | LIBRA |
| 669[1] | OTRAS MANUFACTURAS DE FIBRAS SINTETICAS | 7.8 | LIBRA |

---

(1) Excluyendo los números 706.3400, 706.3900, 706.4140 y 706.4150 del Arancel de Aduanas de los Estados Unidos.

## ANEXO B

### NIVELES DE CONSULTA ANUAL SEÑALADOS EN EXCESO DE LOS ESTABLECIDOS EN EL PARAGRAFO 11 DEL CONVENIO

| | NIVEL DE CONSULTA ANUAL (EQUIVALENTE DE YARDAS CUADRADAS) |
|---|---|
| 300/301 (HILAZA DE ALGODON) | 23.000.000 |
| 310 (GINGHAM - GUINGA) | 3.700.000 |
| 312 (PANA) | 2.000.000 |
| 314 (BROADCLOTH - PAÑO FINO DE MAS DE 29 PULGADAS DE ANCHO | 2.600.000 |
| 315 (PRINTCLOTH - TELA ESTAMPADA) | 3.000.000 |
| 317 (TWILLS & SATEEN - TELAS CRUZADAS Y SATEN | 13.500.000 |
| 320 (OTRAS TELAS) | 7.000.000 |
| 410 (WOOLENS & WORSTED - LANAS Y ESTAMBRES | 400.000 |
| 614 OTRAS TELAS | 1.600.000 |
| 347 (PANTALONES, PARA HOMBRES Y NIÑOS) | 1.600.000 |
| 348 (PANTALONES, PARA MUJERES, NIÑAS E INFANTES) | 1.600.000 |
| 336 (VESTIDOS PARA MUJERES) | 1.600.000 |
| 433 (SACOS, SUIT-TYPE - TIPO TRAJE, PARA HOMBRES Y NIÑOS) | 245.820 |
| 435 (SACOS, PARA MUJERES, NIÑAS E INFANTES) | 300.000 |
| 447 (PANTALONES, PARA HOMBRES Y NIÑOS) | 300.000 |
| 459 (OTRAS PRENDAS DE VESTIR DE LANA) | 150.000 |
| 634 (OTROS SACOS, PARA HOMBRE Y NIÑOS) | 2.000.000 |
| 635 (SACOS, PARA MUJERES, NIÑAS E INFANTES) | 1.900.000 |
| 636 (VESTIDOS PARA MUJERES) | 1.600.000 |
| 639 (CAMISAS Y BLUSAS DE PUNTO, PARA MUJE- | |

| | NIVEL DE CONSULTA ANUAL (EQUIVALENTE DE YARDAS CUADRADAS |
|---|---|
| RES, NIÑAS E INFANTES) | 3.000.000 |
| 644 (VESTIDOS SASTRE, PARA MUJERES, NIÑAS E INFANTES) | 1.500.000 |
| 652 (ROPA INTERIOR) | 1.600.000 |

# ANEXO C

## ARTESANIAS Y PRODUCTOS DEL FOLKLORE TRADICIONAL DEL SECTOR TEXTIL COLOMBIANO

"Items Colombianos" son aquellos productos tradicionales cortados, cosidos o fabricados a mano en unidades artesanales y por la industría casera. La siguiente es la lista de productos acordados dentro de esta categoría.

1. Cubrelechos

   Cubrelechos hechos en telar manual.

2. Blusas con Cuello de Crochet Tejido

   Blusa elaborada en material crudo laboriosamente decorada alrededor del cuello,en el frente y alrededor de las mangas con crochet hecho a mano.
   Esta blusa también tiene bordado en la parte del frente o a ambos lados del adorno en crochet.

3. Blusa Bordada

   Blusas cortadas y cosidas a mano con amplios bordados elaborados a mano en las partes superior e inferior del frente.

4. Falda Bordada

   Falda cortada y cosida a mano con amplio bordado elaborado manualmente.

5. Mantas Tejidas a Mano

   Estas vistosas mantas están elaboradas a mano en lana, algodón, o algodón y lana con hilos pesados que forman franjas o diseños. Los orillos pueden ser terminados con adornos formados con los extremos de los hilos y anudados, o con dobladillo.

6. Tapíz Bordado con Motivos Indígenas

   Tapices bordados a mano en crudo o con vistosos colores, con escenas indígenas. Generalmente estos tapices son utilizados como adornos de pared.

7. Traje Típico de Cumbia

   Traje hasta el tobillo con falda bastante amplia y adornada con encaje ancho elaborado a mano. El traje completo es cortado y cosido a mano y es un traje típico para desfiles u ocasiones especiales.

8. Traje Típico Guajiro

   Un tradicional traje de mujer que va bastante suelto formado por una pieza de tela, doblada en forma rectangular, con una abertura en el centro para la cabeza y con bordados muy elaborados alrededor del cuello. Este traje es hecho en forma similar a la ruana, pero tiene los orillos unidos con excepción de las aberturas para los brazos y manos y tiene cierre en el frente.

9. Traje Típico de Mapalé

Traje hasta la rodilla formado por una amplia falda, con una franja de arandelas en la blusa y dos franjas de amplias arandelas que forman la falda. Un vistoso y alegre traje de festival.

10. Traje Típico Mestizo

Un traje nativo con amplio descote, cuello de arandelas y una amplia falda con arandelas en la parte baja.

11. Hamacas

Hamacas de franjas multicolores hechas a mano con materiales gruesos. Los extremos están formados y reforzados con pita o lazo fuerte. Las hamacas de red son elaboradas en telares manuales.

12. Chaqueta Tejida a Mano

Chaqueta totalmente tejida a mano. Estas chaquetas están generalmente tejidas en lana y con bolsillos de parche tejidos también a mano y cosidos a mano a la prenda.

13. Chaqueta de Material Elaborado en Telar Manual

Estas chaquetas están totalmente hechas a mano con telas elaboradas en telares manuales, con bolsillos de parche del mismo material y cosidos a mano a la prenda.

14. Ruana

Capa elaborada de una tela pesada en forma rectangular o una manta con una abertura en el centro para la cabeza. Es una prenda típica utilizada por hombres, mujeres y niños en todas las áreas del clima frío en Colombia. La ruana de hombre generalmente no tiene flecos. La ruana para mujer puede tener flecos y algunas veces está abierta al frente desde el cuello hasta abajo para que pueda ser usada como capa .

Las ruanas de los niños a veces llevan cuello alrededor de la abertura con cordones para cerrarlo. Estas prendas se conocen a veces como ponchos.

15. Tapetes Tejidos o Anudados a Mano

Estos tapetes están generalmente elaborados con hilos de lana y están totalmente tejidos o anudados a mano. Generalmente son rectangulares o cuadrados y tienen vistosos diseños.

16. Chal de Macramé

Chales elaborados a mano totalmente en encaje de macramé o con orillo hecho de macramé. Los chales se elaboran en varios colores y llevan los típicos flecos en los bordes inferiores.

17. **Suéteres y Chaquetas Tejidos a Mano**

Suéteres y chaquetas totalmente tejidas a mano, generalmente de tejido grueso decorado con diseños verticales.

18. **Manteles y Servilletas Bordados**

Manteles cortados y cosidos a mano con preciosos bordados hechos a mano.

19. **Vistosas Fajas para usar en la Cintura**

Fajas multicolores plisadas a mano. Algunas veces se cosen juntas para formar amplias fajas.

20. **Colgante de Pared, rectangular**

Un colorido colgante de pared elaborado en hilos gruesos entrelezados con bandas decorativas de tejido crudo. Son elaboradas a mano y vienen en varios tamaños.

21. **Colgante de Pared, Arbol**

En forma de árbol estos colgantes de pared están entrelazados con bandas de tejido crudo en tamaños graduados con hilos gruesos que dan la forma del árbol. Este colgante está decorado con pequeñas borlas de fibra de algodoón.

22. Mochilas Indias de Colores

Mochilas con correas similares a una faja tejida o plisada y una bolsa multicolor, para ser llevada en el hombro.

23. Forros para Cojines, Bordados a Mano

Forros para cojines con bordados que cubren más del 50% de la superficie externa del forro.

24. Bolsos de Macramé elaborados a Mano

TRANSLATION

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN RELATIONS

No. AE-OR.-02902

Bogota, August 11, 1982

Excellency:

I have the honor to acknowledge receipt by this office of Your Excellency's note No. 503 of July 1 in which Your Excellency's Government proposes to the Government of Colombia the conclusion of an Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Republic of Colombia and the United States of America, in conformity with Articles 4 and 6 of the Arrangement regarding International Trade in Textiles, done at Geneva on December 20, 1973, and extended by the Protocols of December 14, 1977, and December 22, 1981.

The text of Your Excellency's note reads as follows:

[For the English language text, see pp. 3091-3111.]

I have the honor, on behalf of the Government of the Republic of Colombia, to accept the Agreement transcribed above and to agree that Your Excellency's note and this reply shall constitute an Agreement between the two Governments, entering into effect on July 1, 1982.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Rodrigo Lloreda Caicedo

Rodrigo Lloreda Caicedo
Minister of Foreign Relations

[SEAL]

His Excellency
Thomas D. Boyatt,
Ambassador of the United States
of America,
Bogota.

## PANAMA

## Property Transfer: Ancon District Court

*Agreement effected by exchange of notes*
*Signed at Panama July 13, 1982;*
*Entered into force July 13, 1982.*

## *The American Ambassador to the Panamanian Minister of Foreign Relations*

Panama, July 13, 1982

No. 071

Excellency:

I have the honor to propose to Your Excellency that the use by the United States of the Ancon District Court (Building 310) cease at noon, July 14, 1982. In accordance with Article XIII, paragraph 2(b) of the Panama Canal Treaty of 1977, [1] all right, title and interest which my Government may have with respect to that building (identified on the map annexed hereto), including all non-removable improvements, would transfer to Your Excellency's Government at that time.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and Your Excellency's response thereto indicating acceptance shall constitute an agreement between our two Governments in this matter effective on the date of your reply.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

[2]

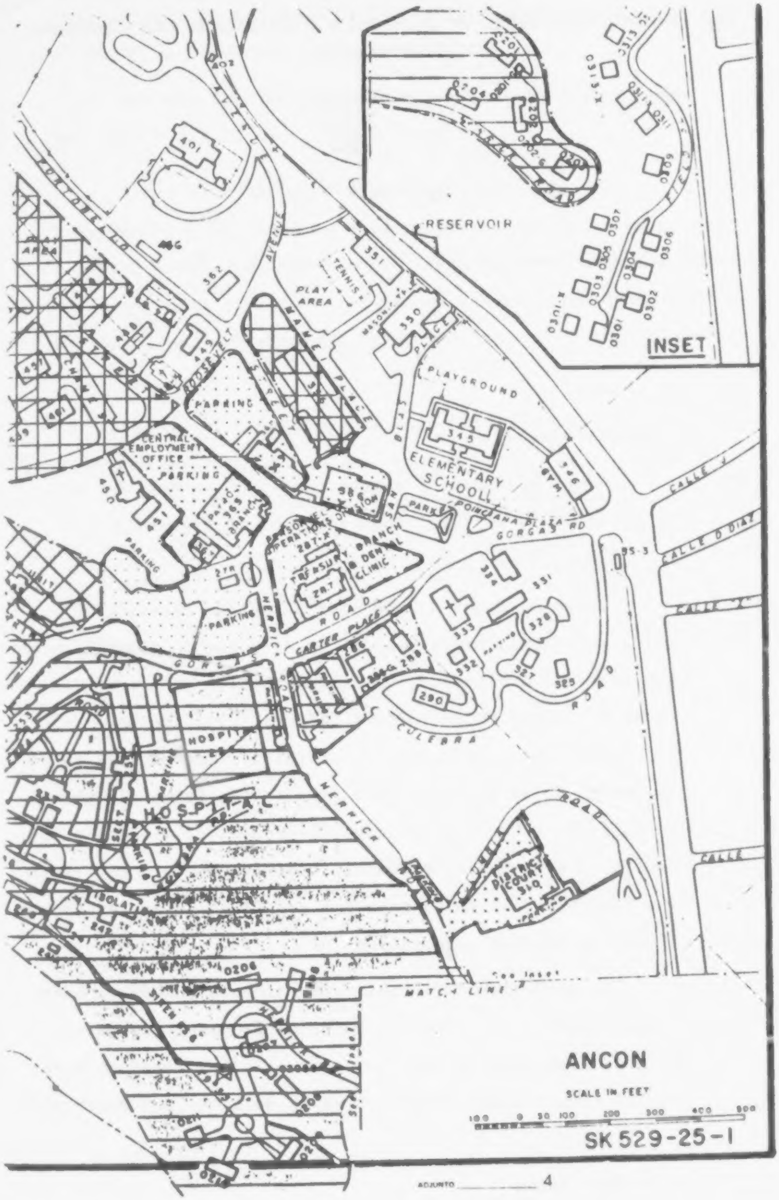
Enclosure - as indicated

His Excellency
Jorge E. Illueca,
Minister of Foreign Relations,
Panama, Republic of Panama.

---

[1] TIAS 10030; 33 UST 39.

[2] Ambler H. Moss, Jr.


RESERVOIR
INSET
PLAY AREA
TENNIS
PLAYGROUND
345
ELEMENTARY SCHOOL
GYM
PARKING
CENTRAL EMPLOYMENT OFFICE
TREASURY
BRANCH
DENTAL CLINIC
CARTER PLACE
GORGAS RD
POINCIANA PLACE
ROOSEVELT
CALLE J
CALLE D DIAZ
CULEBRA ROAD
HOSPITAL
DISTRICT COURT
310
MATCH LINE
See Inset
ANCON
SCALE IN FEET
100 0 50 100 200 300 400 500
SK 529-25-1

ADJUNTO ________ 4

## *The Panamanian Minister of Foreign Relations to the American Ambassador*

*República de Panamá*

*Ministerio de Relaciones Exteriores*
*Despacho del Ministro*
*D.M.No.* 205

*Panamá, R. de P.*
13 de julio de 1982

Señor Embajador:

Tengo el honor de avisar recibo de su Nota No. 071 de 13 de julio de 1982, cuyo tenor es el siguiente:

"Excelencia:

Tengo el honor de proponer a Vuestra Excelencia que a partir del medio día del 14 de julio de 1982 cese por parte de los Estados Unidos de América el uso de la Corte del Distrito de Ancón (Edificio 310). De acuerdo con el Artículo XIII, parágrafo 2(b) del Tratado del Canal de Panamá de 1977, se transferirán en esa fecha al Gobierno de Vuestra Excelencia todos los derechos, títulos e intereses que mi Gobierno pudiera tener respecto a ese edificio (identificado en el mapa que se adjunta), incluyendo todas las mejoras inamovibles.

Si el Gobierno de Vuestra Excelencia encuentra aceptable lo anterior, tengo el honor de proponer que esta Nota y la respuesta de Vuestra Excelencia indicando su aceptación constituyan un acuerdo entre nuestros dos Gobiernos

A Su Excelencia
Señor Ambler H. MOSS JR.,
Embajador de los Estados Unidos
de América
E. S. D.

relacionado con este asunto que entrará en vigencia en la fecha de la respuesta de Vuestra Excelencia.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración".

Tengo el honor de confirmar a Vuestra Excelencia la aceptación de mi Gobierno a la propuesta contenida en la Nota transcrita y que, por lo tanto, dicha Nota y la presente respuesta a la misma constituyen un acuerdo entre nuestros dos Gobiernos sobre este asunto, que entrará en vigencia en esta fecha.

Acepte, Excelencia, las seguridades de mi consideración más distinguida.

JORGE E. ILLUECA.
Ministro de Relaciones Exteriores

TRANSLATION

Republic of Panama
Ministry of Foreign Relations

No. 205 Panama, July 13, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 071 of July 13, 1982, which reads as follows:

[For text of the U. S. note, see pp. 3142-3143.]

I have the honor to confirm to Your Excellency the acceptance of my Government to the proposal contained in the transcribed note. Accordingly, that note and this reply shall constitute an agreement between our two Governments in this matter, which shall enter into force on this date.

Accept, Excellency, the assurances of my highest consideration.

[s] Jorge E. Illueca

Jorge E. Illueca
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States
of America,
Panama.

# UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

## Reciprocal Fisheries

*Agreement signed at London March 27, 1979;*
*With agreed minute, initialed April 28, 1980;*
*Transmitted by the President of the United States of America to the Senate June 2, 1980 (S. Ex. L, 96th Cong., 2d Sess.);*
*Reported favorably by the Senate Committee on Foreign Relations November 30, 1981 (S. Ex. Rept. No. 97-37, 97th Cong., 1st Sess.);*
*Advice and consent to ratification by the Senate December 16, 1981;*
*Ratified by the President January 12, 1982;*
*Ratified by the United Kingdom of Great Britain and Northern Ireland January 26, 1983;*
*Ratifications exchanged at Washington March 10, 1983;*
*Entered into force March 10, 1983.*

## BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

CONSIDERING THAT:

The Reciprocal Fisheries Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, with agreed minute, [1] was signed at London on March 27, 1979, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement, with agreed minute;

The Agreement, with agreed minute, was ratified by the President of the United States of America on January 12, 1982, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the United Kingdom of Great Britain and Northern Ireland;

It is provided in Article VII of the Agreement that the Agreement shall enter into force on the date of exchange of instruments and ratification;

The instruments of ratification of the Agreement were exchanged at Washington on March 10, 1983; and accordingly the Agreement entered into force on March 10, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Agreement, with agreed minute, to the end that they be observed and fulfilled with good faith on and after March 10, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington March 22, 1983, in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P SHULTZ
*Secretary of State*

---

[1] The agreed minute was initialed Apr. 28, 1980.

# RECIPROCAL FISHERIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Seeking to maintain the long-standing and cooperative fisheries relations in adjacent waters which have formed a part of the close ties between the people of the British Virgin Islands and the people of the United States;

Desiring to ensure effective conservation of fishery stocks in the exclusive fishery zones of the British Virgin Islands and the United States;

Taking note of the United States Fishery Conservation and Management Act of 1976,[1] establishing a fishery conservation zone contiguous to the territorial sea of the United States;

Taking note of the Proclamation by the Governor of the British Virgin Islands of 9 March 1977 establishing a fisheries zone contiguous to the territorial sea of the British Virgin Islands;

Recalling that the two Governments have a common approach based on the principle of equidistance regarding the limits of fishery jurisdiction as between the British Virgin Islands and the United States;

Have agreed as follows:

## ARTICLE I

For the purposes of this Agreement:

(*a*) the exclusive fishery zone of the United States refers to waters subject to the fishery jurisdiction of the United States beyond the territorial sea;

(*b*) the exclusive fishery zone of the British Virgin Islands refers to waters subject to the fishery jurisdiction of the United Kingdom contiguous to the territorial sea of the British Virgin Islands.

## ARTICLE II

Commercial fishing by vessels of the British Virgin Islands may continue in the exclusive fishery zone of the United States in accordance with existing patterns and at existing levels. The Government of the United States extends access to its exclusive fishery zone to vessels of the British Virgin Islands for the purpose of conducting such fishing.

---

[1] 90 Stat. 331; 16 U.S.C. § 1801.

### ARTICLE III

Commercial fishing by vessels of the United States may continue in the exclusive fishery zone of the British Virgin Islands in accordance with existing patterns and at existing levels. The Government of the United Kingdom of Great Britain and Northern Ireland extends access to the exclusive fishery zone of the British Virgin Islands to vessels of the United States for the purpose of conducting such fishing.

### ARTICLE IV

1. The Government of the United Kingdom of Great Britain and Northern Ireland shall have exclusive authority to enforce the provisions of this Agreement and applicable national fishery regulations with respect to fishing by vessels of the United States in the exclusive fishery zone of the British Virgin Islands; provided that such national regulations as may be applied shall not disturb existing patterns and levels of fishing.

2. The Government of the United States shall have exclusive authority to enforce the provisions of this Agreement and applicable national fishery regulations with respect to fishing by vessels of the British Virgin Islands in the exclusive fishery zone of the United States; provided that such national regulations as may be applied shall not disturb existing patterns and levels of fishing.

### ARTICLE V

Nothing in this Agreement shall preclude either Party from regulating recreational fishing within its exclusive fishery zone in accordance with its applicable laws.

### ARTICLE VI

1. Consultations shall be held at the request of either Party to this Agreement, when:

(*a*) there is reason to believe that vessels of the other are fishing in a manner inconsistent with existing patterns and levels of commercial fishing referred to in Articles II and III;

(*b*) either Party seeks a change in existing patterns or levels of commercial fishing referred to in Articles II and III;

(*c*) either Party intends to introduce conservation measures which may affect the existing patterns and levels of commercial fishing referred to in Articles II and III;

(*d*) there is a need to discuss implementation of any provision of this Agreement.

2. If such consultations result in a decision to amend the terms of this Agreement, such amendments shall enter into force by a subsequent exchange of diplomatic Notes.

### ARTICLE VII

This Agreement shall enter into force on the date of exchange of instruments of ratification,[1] and shall continue in force until the expiry of a period of 90 days from the date on which either Party gives written notice to the other Party of its intention to terminate this Agreement.

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate, at London on 27th March 1979.

| | |
|---|---|
| For the Government of the United States of America: | For the Government of the United Kingdom of Great Britain and Northern Ireland: |
| Robert J Morris[2] | Evan Luard.[3] |

---

[1] Mar. 10, 1983.
[2] Robert J. Morris.
[3] Evan Luard.

[April 28, 1980]

## AGREED MINUTE

1. In connection with the signature of the Reciprocal Fisheries Agreement between the Government of the UK of Great Britain and Northern Ireland and the Government of the United States of America on 27 March 1979, representatives of the two governments agreed that the following information reflected the existing patterns and levels of commercial fishing by vessels of the United States in the exclusive fishery zone of the British Virgin Islands as defined in the Agreement:

(a) no fishing by vessels over fifty-five (55) feet in length-

(b) deep line fishing at or beyond the forty fathom curve by six vessels per day between thirty (30) and fifty-five (55) feet in length during April, May and June; and deep line fishing at or beyond the forty fathom curve by four such vessels per day during the remainder of the year;

(c) line and trap fishing by six vessels per day under thirty (30) feet in length west of a line drawn due north of Mount Sage (1,789 feet) on Tortola; and west of a line drawn due south from the easternmost point of Peter Island.

2. Representatives of the two governments agreed that the following reflected the existing patterns and levels of commerical fishing by vessels of the British Virgin Islands in the exclusive fishery zone of the United States as defined in the Agreement:

deep line fishing by two vessels per day under forty (40) feet in length, at or beyond the forty fathom curve.

# NETHERLANDS

## Aviation: Flight Inspection Services

*Agreement amending the memorandum of agreement of March 10 and June 15, 1978.*
*Signed at Washington and The Hague February 19 and May 4, 1982;*
*Entered into force May 4, 1982.*

## AMENDMENT 1
## TO
## MEMORANDUM OF AGREEMENT WO-I-176

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF CIVIL AVIATION
THE NETHERLANDS

### I. GENERAL

Under the provisions set forth by Article IV, Memorandum of Agreement, WO-I-176[1] is hereby amended as follows.

### II. CHANGES

1. ARTICLE II - Estimated Costs and Method of Payment - Paragraph E, second line, delete "Charges are payable by U.S. dollar check or draft drawn to U.S. Federal Aviation Administration, and should be forwarded in accordance with billing instructions."

2. Add new Paragraph F as follows:

F. Payment of bills are due within not more than 60 days from the date of billing. Payments are to be rendered by check payable in U.S. dollars and forwarded to the FAA at the following address:

Federal Aviation Administration
Mike Monroney Aeronautical Center
Attention: Accounting Division, AAC-23B
P.O. Box 25082
Oklahoma City, Oklahoma 73125

---

[1] Signed Mar. 10 and June 15, 1978. TIAS 9199; 30 UST 287.

In the event that payment is not rendered within 60 days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

## III. EFFECTIVE DATE

The terms and conditions of this amendment shall become effective on the date of the latest signature affixed hereto.

## IV. APPROVALS

All other provisions of the Agreement remain in effect. The FAA and the Deparment of Civil Aviation, The Netherlands agree to the amendment as indicated by the signature of their duly authorized officers.

| | |
|---|---|
| DEPARTMENT OF CIVIL AVIATION<br>THE NETHERLANDS | FEDERAL AVIATION ADMINISTRATION<br>DEPARTMENT OF TRANSPORTATION<br>UNITED STATES OF AMERICA |
| BY: J.S. Smit[1] | BY: J Stuart Jamison[2] |
| TITLE: DIRECTOR ATS AND TELECOMMUNICATIONS | TITLE: Chief, Technical Assistance Division |
| DATE: MAY 4, 1982 | DATE: February 19, 1982 |

---

[1] J.S. Smit, Director of ATS and Telecommunications.

[2] J. Stuart Jamison.

# SPAIN

## Aviation: Technical Assistance

*Memorandum of agreement signed at Washington and Madrid June 30 and July 22, 1982;*
*Entered into force July 22, 1982.*

77-974 0 - 88 - 26

MAT-I-1363

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

GOVERNMENT OF SPAIN
MINISTRY OF TRANSPORT,
TOURISM AND COMMUNICATIONS
SUBSECRETARIAT OF CIVIL AVIATION

WHEREAS, the United States Federal Aviation Administration (herein referred to as FAA) is able to furnish directly services as requested by the Spanish Ministry of Transport, Tourism and Communications (hereinafter referred to as the MTTC) on a reimbursable basis; and

WHEREAS, Section 5 of the International Aviation Facilities Act[1] authorizes the FAA to perform services for a foreign government and to be reimbursed for such services and Section 305 of the Federal Aviation Act, as amended,[2] directs the FAA Administrator to foster and encourage the development of civil aeronautics and air commerce in the United States and abroad; and

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, [3] authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft; and

---

[1] 62 Stat. 451; 49 U.S.C. § 1154.
[2] 72 Stat. 749; 49 U.S.C. § 1346.
[3] 72 Stat. 753; 49 U.S.C. § 1354.

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961, as amended,[1] the FAA is authorized to furnish parts peculiar and repair services to the MTTC; and

NOW, THEREFORE, the FAA and MTTC agree as follows:

ARTICLE I - OBJECTIVE OF THE AGREEMENT

The objective of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA is to assist the Government of Spain in developing and modernizing its civil aviation air traffic control system in the managerial, operational, and technical areas, as well as any other mutually agreed civil aviation activity.

For this purpose, the FAA will, subject to their availability, provide personnel, resources, and related services to assist the MTTC in the accomplishment of this objective.

It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the Spanish Government's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System (NAS). To the extent that other systems and equipment are used in the Spanish Government's NAS, the FAA's ability to support other systems and equipment under this Agreement would be necessarily lessened commensurately.

---

[1] 75 Stat. 441; 22 U.S.C. § 2357.

ARTICLE II - DESCRIPTION OF SERVICES

Under the terms and conditions stated in this Agreement and its related Annexes and Appendices the FAA will provide technical assistance as requested by the MTTC to assist them in: effectively utilizing the air traffic control system; implementing short term improvements to the system as defined in the evaluation team reports; facilitating development of Spanish long range plans through application of the systems approach concept. These activities will contribute to a modern automated air traffic control system and in more modern civil aviation matters.

A. The FAA agrees:

1. To recruit and furnish qualified personnel for resident assignment to the MTTC. FAA specialist(s) will assist the MTTC with the evaluation, planning, and implementation of improvements to the Spanish air traffic control system and other civil aviation matters as defined by Annexes hereto.

2. To furnish personnel on a temporary duty (TDY) basis to effect an early involvement in each activity defined by Annexes hereto.

3. To provide specialized administrative and technical support from FAA Headquarters.

4. To assist the MTTC in defining training requirements and arranging for qualified candidates, sponsored by the MTTC, to obtain training in the United States.

5. To assist the MTTC, through FAA logistics, in acquiring ATC systems parts which are available in the FAA inventory.

B. In order to cover the aspects already mentioned in paragraph A, the MTTC may:

1. Periodically request from the FAA services of experts or technical services conforming to the objective of this Agreement. By mutual agreement of the two parties, such assistance shall be specified in corresponding Annexes which, when duly signed by the parties, will become a part of this Agreement. The parties agree that each Annex will contain a description of the services to be performed by FAA, the manpower and other resources required to accomplish tasks, estimated costs, planned implementation and duration.

Each Annex to this Agreement will be identified in the following manner: the number of the Agreement, followed by a sequentially assigned arabic number. Agreement Number NAT-I-1363 has been assigned by the FAA to identify this agreement and should be referred to in all related correspondence. The first Annex will be identified as NAT-I-1363-1.

## ARTICLE III - LIABILITY

The MTTC, on behalf of the Government of Spain, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The MTTC, on behalf of the Government of Spain, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Spain, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work under this Agreement.

## ARTICLE IV - MINISTRY OF TRANSPORT, TOURISM AND COMMUNICATIONS SUPPORT

A. The MTTC shall arrange to furnish for the use of FAA personnel without cost to FAA or its employees:

1. Suitable office space, furnishing and office equipment, supplies, and telephone service.

2. Clerical assistance and vehicles for official use.

B. If for any reason, the Government of Spain is unable to provide fully the support specified in paragraph A above, or, if the support provided is not equivalent to that prescribed in pertinent FAA regulations, the FAA may obtain such additional support as necessary to accomplish its tasks, and may charge the cost for such additional support to the MTTC, which will reimburse the FAA therefore, in accordance with provisions of Article V thereof.

ARTICLE V - FINANCIAL PROVISIONS

A. Except for local support actually arranged for by the MTTC in accordance with Article IV, FAA shall arrange and pay all other necessary costs of providing services of its personnel under this Agreement in accordance with FAA regulations and practices, with subsequent reimbursement by the MTTC.

B. The MTTC hereby designates the following office to which FAA will render bills for payment and consult on related financial matters:

Subsecretariat of Civil Aviation
Ministry of Transport, Tourism and Communications
Madrid, Spain

C. The FAA shall bill the MTTC on an accrued cost basis for expenses incurred in furnishing services under this Agreement or any Annexes or Appendices thereto. Such billings will be provided on Standard Form (SF) 1114 with supporting documentation consisting of a summary of major category of cost. Further supporting documentation would be available for review at the office identified in the related Annexes to which payment is to be made.

D. The MTTC will arrange and be responsible for reimbursement to the FAA, in accordance with provisions set forth in this Agreement and its related Annexes and Appendices, of the actual project costs incurred by FAA in furnishing supplies, equipment, and services under this Agreement and its related Annexes or Appendices provided, however, that upon termination of this Agreement or its related Annexes or Appendices, the MTTC will reimburse the FAA for all necessary liquidating expenses. Estimates of such costs are to be stated in U.S. dollars and included in each Annex as required and, to the extent possible, will project costs to the MTTC for the life of the Annex or two twelve (12) month periods, whichever is shorter. For Annexes which extend beyond twenty-four (24) months the cost estimate shall be updated on a yearly basis.

E. The MTTC will express its approval or objections to the billings in question within fifteen (15) calendar days, counted from the day of submittal to the MTTC.

F. Payments shall be made by U.S. dollar check and made payable to the Federal Aviation Administration and sent to the address identified in the Annexes to this Agreement.

G. In the event that payment is not rendered within sixty (60) days from the date of billing, U.S Government regulations require that late charges be assessed for each additional thirty (30) day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

ARTICLE VI - AMENDMENTS

This Agreement, its Annexes or Appendices may be amended by mutual consent of the parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished or other provisions of this Agreement, its Annexes or Appendices shall be formalized by an appropriate written amendment signed by both parties which shall outline the nature of the change.

ARTICLE VII - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE VIII - EFFECTIVE DATE AND TERMINATION

This Agreement supersedes Agreement Number WO-I-155 [1] and is effective on the date of the latest signature affixed hereto and shall remain in effect until terminated by either party.

This Agreement or any of the Annexes may be terminated at any time by either party by sixty (60) days notice in writing. Termination of the basic Agreement implies termination of any and all Annexes. Any such termination will allow FAA one hundred and twenty (120) days to close out the activities related to the terminated Agreement and/or the Annex or Annexes. The MTTC further agrees to reimburse FAA for all costs incurred as a result of any such termination.

---

[1] Not printed.

ARTICLE IX - AUTHORITY

The FAA and the MTTC agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

GOVERNMENT OF SPAIN
MINISTRY OF TRANSPORT,
TOURISM AND COMMUNICATIONS
SUBSECRETARIAT OF CIVIL AVIATION

BY: [1]

TITLE: Subsecretary of Civil Aviation

DATE: 22 - Julio - 1982

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

BY: Quentin S. Taylor [2]

TITLE: Director of International Aviation

DATE: JUN 30 1982

---

[1] Fernando Piña Saiz.

[2] Quentin S. Taylor.

# ISRAEL

## Postal: Express Mail Service

*Agreement, with detailed regulations, signed at Jerusalem and Washington September 8 and October 24, 1982;*
*Entered into force January 24, 1983.*

# INTERNATIONAL EXPRESS
# MAIL AGREEMENT
# BETWEEN
# THE MINISTRY OF COMMUNICATIONS OF ISRAEL
# AND
# THE UNITED STATES POSTAL SERVICE

TABLE OF CONTENTS

| | | Page | [Pages herein] |
|---|---|---|---|
| Preamble | | 1 | 3173 |
| Article 1 - | Purpose of the Agreement | 1 | 3173 |
| Article 2 - | Definitions | 1 | 3173 |
| Article 3 - | Scheduled Service | 2 | 3174 |
| Article 4 - | On-Demand Service | 3 | 3175 |
| Article 5 - | Charges to be Collected From the Sender | 4 | 3176 |
| Article 6 - | Charges and Fees to be Collected from the Addressee | 4 | 3176 |
| Article 7 - | Conditions of Acceptance | 5 | 3177 |
| Article 8 - | Prohibitions | 5 | 3177 |
| Article 9 - | Limits of Size and Weight | 6 | 3178 |
| Article 10 - | Treatment of Items Wrongly Accepted | 6 | 3178 |
| Article 11 - | General Rules for Delivery and Customs Clearance | 7 | 3179 |
| Article 12 - | Undeliverable Items | 7 | 3179 |
| Article 13 - | Items Arriving Out of Course and to be Redirected | 8 | 3180 |
| Article 14 - | Inquiries | 8 | 3180 |
| Article 15 - | Allocation of Surface Costs for Traffic Imbalances | 8 | 3180 |
| Article 16 - | Internal Air Conveyance Dues | 9 | 3181 |
| Article 17 - | Onward Air Conveyance | 10 | 3182 |
| Article 18 - | No Additional Rates, Charges, or Fees | 10 | 3182 |

TABLE OF CONTENTS (Continued)

| | | | |
|---|---|---|---|
| Article 19 - | Liability of Administrations | 10 | 3182 |
| Article 20 - | Application of the Convention | 11 | 3183 |
| Article 21 - | Detailed Regulations | 11 | 3183 |
| Article 22 - | Arbitration | 11 | 3183 |
| Article 23 - | Alterations or Amendments; Additional Rules and Regulations | 12 | 3184 |
| Article 24 - | Entry into Force and Duration | 12 | 3184 |

## Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

## Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Israel and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

## Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

---

[1] TIAS 9972; 32 UST.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

## Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

## Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

## Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 15 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

best copy available

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

---

[1] Jan. 24, 1983.

Done in duplicate and signed at Jerusalem on the 24th day of October, 1982 and at Washington, D.C. on the 8th day of September, 1982.

FOR THE MINISTRY OF COMMUNICATIONS OF ISRAEL:

S. Bechor [1]
MINISTRY OF COMMUNICATIONS
FINANCE AND ACCOUNTS
DIVISION
JERUSALEM – ISRAEL

Barak [2]
Director General

FOR THE UNITED STATES POSTAL SERVICE:

W E Duka [3]
Assistant Postmaster General
International Postal Affairs

---

[1] S. Bechor.
[2] E. Barak.
[3] W. E. Duka.

# DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT

BETWEEN

THE MINISTRY OF COMMUNICATIONS OF ISRAEL

AND

THE UNITED STATES POSTAL SERVICE

TABLE OF CONTENTS

| | Page | [Pages herein] |
|---|---|---|
| Article 101 - Information to be Supplied by the Administrations | 1 | 3188 |
| Article 102 - Addresses of the Sender and of the Addressee | 2 | 3189 |
| Article 103 - Items Containing Merchandise | 2 | 3189 |
| Article 104 - Packing Requirements | 3 | 3190 |
| Article 105 - General Makeup of Mails | 3 | 3190 |
| Article 106 - Manifests | 4 | 3191 |
| Article 107 - Air Mail Delivery Bills | 5 | 3192 |
| Article 108 - Exchange Offices | 5 | 3192 |
| Article 109 - Verification of Dispatches and their Contents | 6 | 3193 |
| Article 110 - Notification of Irregularities | 6 | 3193 |
| Article 111 - Redirection of Items Arriving Out of Course | 6 | 3193 |
| Article 112 - Return of Items to Origin | 7 | 3194 |
| Article 113 - Accounting, Settlement of Accounts | 7 | 3194 |
| Article 114 - Definitions | 9 | 3196 |
| Article 115 - Period of Retention of Documents | 9 | 3196 |
| Article 116 - Entry into Force and Duration | 9 | 3196 |

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Ministry of Communications of Israel and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles may be placed in separate bags from non-dutiable items, and dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

# UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

## Defense: Trident Weapon System

*Agreement amending the agreement of April 6, 1963.*
*Effected by exchange of notes*
*Signed at Washington October 19, 1982;*
*Entered into force October 19, 1982.*

## *The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE
WASHINGTON

October 19, 1982

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the TRIDENT II weapon system instead of the Trident I weapon system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

I have the honor to propose, subject to such necessary technical arrangements as may be required in implementation thereof, that the Polaris Sales Agreement between our two Governments of April 6, 1963,[1] shall be deemed to apply as well to the TRIDENT II weapon system and that for this purpose, and subject to 1. below, all references in that Agreement to Polaris shall be deemed also to be references to TRIDENT II. For the purpose of conforming the Polaris Sales Agreement of April 6, 1963, to the requirements of the

His Excellency
Sir Oliver Wright, GCMG, GCVO, DSC,
British Ambassador.

---

[1] TIAS 5313, 9879; 14 UST 321; 32 UST 2864.

sale of the TRIDENT II weapon system, I have the honor to propose a revision to Article XI, paragraph 1.b., of the Agreement, as follows:

Article XI, paragraph 1.b. is amended:

1. by inserting "Polaris" immediately after the words "of this Article for"; and

2. by inserting the following immediately after the words "for research and development":

> "; and a contribution to Trident II research and development equivalent to $116 million in fiscal year 1982 dollars, subject to actual payments of that contribution being adjusted in accordance with an agreed inflation index."

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the further honor to propose that this Note together with Your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's Note.

Accept, Excellency, the renewed assurances of my highest consideration.

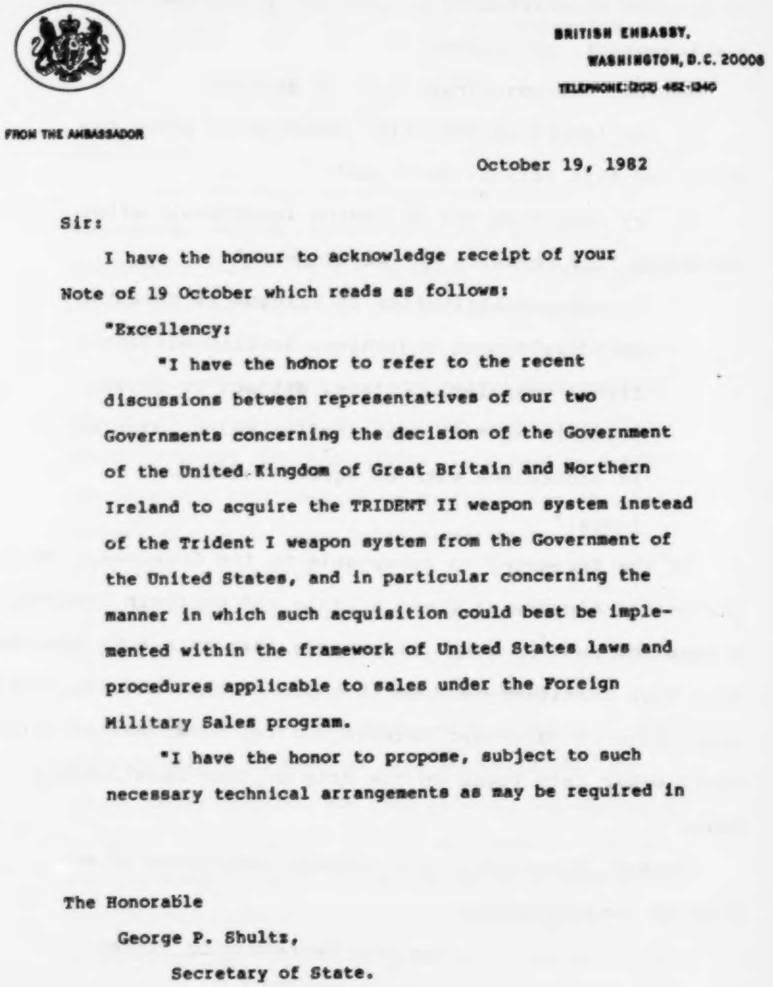
For the Secretary of State:

Jonathan T. Howe [1]

---

[1] Jonathan T. Howe.

## *The British Ambassador to the Secretary of State*



BRITISH EMBASSY,
WASHINGTON, D.C. 20008
TELEPHONE: (202) 462-1340

FROM THE AMBASSADOR

October 19, 1982

Sir:

I have the honour to acknowledge receipt of your Note of 19 October which reads as follows:

"Excellency:

"I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the TRIDENT II weapon system instead of the Trident I weapon system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

"I have the honor to propose, subject to such necessary technical arrangements as may be required in

The Honorable
George P. Shultz,
Secretary of State.

implementation thereof, that the Polaris Sales Agreement between our two Governments of April 6, 1963, shall be deemed to apply as well to the TRIDENT II weapon system and that for this purpose, and subject to 1. below, all references in that Agreement to Polaris shall be deemed also to be references to TRIDENT II. For the purpose of conforming the Polaris Sales Agreement of April 6, 1963, to the requirements of the sale of the TRIDENT II weapon system, I have the honor to propose a revision to Article XI, paragraph 1.b., of the Agreement, as follows:

" Article XI, paragraph 1.b. is amended:

"1. by inserting 'Polaris' immediately after the words 'of this Article for'; and

"2. by inserting the following immediately after the words 'for research and development':

> '; and a contribution to Trident II research and development equivalent to $116 million in fiscal year 1982 dollars, subject to actual payments of that contribution being adjusted in accordance with an agreed inflation index.'

"If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the further honor to propose that this Note together with Your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's Note.

"Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:"

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Note, together with the present reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force from today's date.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

[1]

---

[1] Oliver Wright.

# FEDERAL REPUBLIC OF GERMANY

## Oceanography: Deep Sea Drilling Project

*Agreements amending and extending the memorandum of understanding of July 18, 1974, as amended and extended.*
*Signed at Washington and Bonn-Bad Godesberg April 9 and August 22, 1979;*
*Entered into force August 22, 1979.*
*And signed at Bonn-Bad Godesberg November 16, 1981;*
*Entered into force November 16, 1981.*

Amendment to

MEMORANDUM OF UNDERSTANDING[1]

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Deutsche Forschungsgemeinschaft
in Bonn-Bad Godesberg

on the participation of the Federal Republic of Germany in the International Phase of Ocean Drilling of the Deep Sea Drilling Project

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[2] IPOD is now scheduled to end on September 30, 1982. The Federal Republic of Germany through the Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG) wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is further revised by changing the date "September 30, 1980" to "September 30, 1982."

2. Section 1 is revised to read as follows:

   "1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial contribution of U.S. $1,000,000 for the years 1976, 1977, and 1978; and U.S. $1,050,000 for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1981, through September 30, 1982. In addition, the DFG will make a financial contribution of U.S. $1,187,500 for the year 1980 to cover drilling operations and other project costs from October 1, 1979, through September 30, 1980, and U.S. $1,250,000 for the year 1981 to cover drilling operations and other project costs from October 1, 1980, through September 30, 1981. The DFG will make these contributions in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 1979, U.S. $19,500,000 per year for the years beginning October 1, 1979 and 1980, and U.S. $5,000,000 for October 1, 1981 through September 30, 1982. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made."

---

[1] TIAS 9233; 30 UST 994.
[2] TIAS 9233; 30 UST 1003.

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German[1] languages, both texts being equally authentic.

| For the Deutsche Forschungsgemeinschaft | For the U.S. National Science Foundation |
|---|---|
| by | by John B. Slaughter |
| Professor H. Maier-Leibnitz<br>President | John B. Slaughter<br>Assistant Director<br>Astronomical, Atmospheric, Earth, and Ocean Sciences |
| Dr. C. H. Schiel<br>Secretary General | |
| 22. August 1979<br>Date | 9 April 1979<br>Date |

---

[1] No German language version was executed.

Amendment to

MEMORANDUM OF UNDERSTANDING

between the U.S. National Science Foundation
in Washington, D.C.

and the

Deutsche Forschungsgemeinschaft
in Bonn-Bad Godesberg

on the participation of the Federal Republic of Germany
in the International Phase of Ocean Drilling (IPOD)
of the Deep Sea Drilling Project (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher budgetary authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. The Federal Republic of Germany through the Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG) wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is further revised by changing "September 30, 1982" to "September 30, 1984."

2. Section 1 is revised to read as follows:

"1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial contribution of U.S. $1,000,000 for the years 1976, 1977, and 1978; and U.S. $1,050,000 for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1983, through September 30, 1984. In addition, the DFG will make a financial contribution of U.S. $1,187,500 for the year 1980 to cover drilling operations and other project costs from October 1, 1979, through September 30, 1980; U.S. $1,250,000 for the year 1981 to cover drilling operations and other project costs from October 1, 1980, through September 30, 1981; U.S. $2,000,000 for the year 1982 to cover drilling operations and other project costs from October 1, 1981, through September 30, 1982; and U.S. $2,000,000 for the year 1983 to cover drilling operations and other project costs from October 1, 1982, through September 30, 1983. The DFG will make these contributions in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 1979; U.S. $19,700,000 per year for the year beginning October 1, 1979; at U.S. $20,800,000 for the year beginning October 1, 1980; and at U.S. $23,800,000 per year for the years beginning October 1, 1981 and 1982; and U.S. $5,000,000 for October 1, 1983 through September 30, 1984. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated after September 30, 1981, a refund of U.S. $166,667 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German languages, both texts being equally authentic.

For the Deutsche
Forschungsgemeinschaft

by Eugen Seibold
Eugen Seibold
President

C.H. Schiel
Secretary General

16-11-1981
Date

For the U.S. National
Science Foundation

by Donald N. Langenberg
Donald N. Langenberg
Deputy Director

16/11/81
Date

Änderung des
ÜBEREINKOMMENS
zwischen der
U.S. National Science Foundation
in Washington, D.C.
und der
Deutschen Forschungsgemeinschaft
in Bonn-Bad Godesberg

über die Teilnahme der Bundesrepublik Deutschland an der Internationalen Ozeanbohrungsphase (International Phase of Ocean Drilling) (IPOD) des Tiefseebohrvorhabens (Deep Sea Drilling Project) (DSDP).

Die National Science Foundation (NSF) und andere internationale Teilnehmer der IPOD stimmen insgesamt überein, daß es wünschenswert wäre, die wissenschaftlichen Bohrungen um weitere 24 Monate gegenüber der Zeit fortzusetzen, die bei der Unterzeichnung der früheren Änderung des Übereinkommens im Jahr 1979 vorgesehen war. Der jetzt dem Kongreß der Vereinigten Staaten vorliegende Haushaltsentwurf der NSF weist Mittel für ein weiteres Jahr wissenschaftlicher Bohrungen aus. Die NSF wird sich nach Kräften bemühen, in ihren nächsten dem Kongreß vorzulegenden Haushaltsplan Mittel für ein zweites zusätzliches Jahr von IPOD-Bohrungen aufnehmen zu lassen. Vorbehaltlich der Genehmigung durch die höheren Haushaltsbehörden innerhalb der Regierung der Vereinigten Staaten, vorbehaltlich des Vorhandenseins ausreichender durch den Kongreß der Vereinigten Staaten bewilligter Mittel und vorbehaltlich ausreichender Beiträge von seiten internationaler Teilnehmer ist demnach nunmehr beabsichtigt, IPOD am 30. September 1984 zu beenden. Die Bundesrepublik Deutschland, vertreten durch die Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG), beabsichtigt, an dem Vorhaben während seiner Verlängerung weiter teilzunehmen, und die National Science Foundation (NSF) wünscht die weitere Teilnahme der DFG. Demgemäß vereinbaren die NSF und die DFG, das Übereinkommen wie folgt zu ändern:

1. Unter Nummer 12 wird "30. September 1982" erneut geändert in "30. September 1984".

2. Nummer 1 erhält folgenden neuen Wortlaut:

   1. "Die DFG wird die Internationale Ozeanbohrungsphase (IPOD) des Tiefseebohrvorhabens (DSDP) mit einem finanziellen Beitrag von US-Dollar 1 000 000 für die Jahre 1976, 1977 und 1978 und von US-Dollar 1 050 000 für das Jahr 1979 unterstützen. Der zweite Betrag bezieht sich auf Bohrungen und sonstige Projektkosten vom 1. Januar 1979 bis Ende September 1979 sowie auf verringerte Projektkosten vom 1. Oktober 1983 bis 30. September 1984. Des weiteren wird die DFG einen finanziellen Beitrag von US-Dollar 1 187 500 für das Jahr 1980 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1979 bis 30. September 1980, von US-Dollar 1 250 000 für das Jahr 1981 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1980 bis 30. September 1981, von US-Dollar 2 000 000 für das Jahr 1982 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1981 bis 30. September 1982 sowie von US-Dollar 2 000 000 für das Jahr 1983 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1982 bis 30. September 1983 leisten. Die DFG wird diese Beiträge an die U.S. National Science Foundation jährlich, beginnend mit dem 1. Januar 1976, nach gegenseitiger Absprache in bar oder in Sachleistungen erbringen. Die finanziellen Beiträge aller Teilnehmer des DSDP werden zusammengelegt, um die Gesamtkosten des Programms zu unterstützen, die wie folgt veranschlagt werden:

US-Dollar 17 000 000 pro Jahr bis September 1979, US-Dollar 19 700 000 pro Jahr für das Jahr ab 1. Oktober 1979, US-Dollar 20 800 000 für das Jahr ab 1. Oktober 1980, US-Dollar 23 800 000 pro Jahr für die Jahre ab 1. Oktober 1981 und 1982 sowie US-Dollar 5 000 000 für die Zeit vom 1. Oktober 1983 bis 30. September 1984.

Sollten die DSDP-Bohrungen vor dem 31. Dezember 1979 beendet werden, so wird ein Betrag von US-Dollar 83 333 für jeden Monat nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet. Sollten die DSDP-Bohrungen zwischen dem 1. Januar 1980 und dem 30. September 1981 beendet werden, so wird ein Betrag von US-Dollar 104 167 für jeden Monat nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet. Sollten die DSDP-Bohrungen nach dem 30.September 1981 beendet werden, so wird ein Betrag von US-Dollar 166 667 für jeden Monat, nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet."

Diese Änderung wird mit Unterzeichnung durch beide Vertragsparteien der Änderung wirksam; die Änderung wurde in zwei Urschriften, jede in deutscher und englischer Sprache, ausgearbeitet, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Deutsche
Forschungsgemeinschaft

Eugen Seibold
Präsident

C. H. Schiel
Generalsekretär
Datum 16-11-81

Für die U.S. National
Science Foundation

Donald N. Langenberg
D. Donald N. Langenberg
Deputy Director

Datum 16/11/81

# UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

## Oceanography: Deep Sea Drilling Project

*Agreements amending and extending the memorandum of understanding of September 29, 1975, as amended and extended.*
*Signed at Washington and London April 9 and May 23, 1979;*
*Entered into force May 23, 1979.*
*And signed at Washington and Swindon December 31, 1981 and January 14, 1982;*
*Entered into force January 14, 1982.*

Amendment to

MEMORANDUM OF UNDERSTANDING[1]

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Natural Environment Research Council
in London

on the participation of the United Kingdom

in the International Phase of Ocean Drilling (IPOD)
an extension of the Deep Sea Drilling Project (DSDP)

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[2] IPOD is now scheduled to end on September 30, 1982. The Natural Environment Research Council wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the Natural Environment Research Council. Therefore, it is agreed that Article 1 of the Memorandum of Understanding is further amended to read as follows:

"1. The Natural Environment Research Council will support the IPOD phase of the DSDP with annual contributions, in cash or in kind, as mutually agreed to be made available, beginning on October 1, 1975, in accordance with the following schedule:

A. U.S. $1,000,000 per annum for the four years through September 30, 1979.

B. U.S. $1,187,500 for the period October 1, 1979 through September 30, 1980.

C. U.S. $1,250,000 for the period October 1, 1980 through September 30, 1981.

D. U.S. $300,000 for the period October 1, 1981 through September 30, 1982.

---

[1] TIAS 8591; 28 UST 3646.

[2] TIAS 9410; 30 UST 3551.

The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1982, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment.

For the Natural Environment Research Council

by
J. W. L. Beament
Chairman

23 Aug 79
Date

For the U.S. National Science Foundation

by John B. Slaughter
John B. Slaughter
Assistant Director
Astronomical, Atmospheric, Earth, and Ocean Sciences

April 9, 1979
Date

Amendment to

MEMORANDUM OF UNDERSTANDING

between the U.S. National Science Foundation
in Washington, D.C.

and the

Natural Environment Research Council
in Swindon

on the participation of the United Kingdom
in the International Phase of Ocean Drilling (IPOD)
an extension of the Deep Sea Drilling Project (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific ocean drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. The Natural Environment Research Council wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the Natural Environment Research Council. Therefore, it is agreed that Article 1 of the Memorandum of Understanding is further amended to read as follows:

"1. The Natural Environment Resarch Council will support the IPOD phase of the DSDP with annual contributions, in cash or in kind, as mutually agreed to be made available, begining on October 1, 1975, in accordance with the following schedule:

A. U.S. $1,000,000 per annum for the four years through September 30, 1979.

B. U.S. $1,187,500 for the period October 1, 1979 through September 30, 1980.

C. U.S. $1,250,000 for the period October 1, 1980 through September 30, 1981.

D. U.S. $2,000,000 for the period October 1, 1981 through September 30, 1982.

E. U.S. $2,000,000 for the period October 1, 1982 through September 30, 1983.

F. U.S. $300,000 for the period October 1, 1983 through September 30, 1984.

Details regarding a schedule of payment will be mutually agreed upon. Contributions received after July 1, 1983 may be used to cover close-out costs for IPOD or for planning and development of a future program of international ocean drilling.

"The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP drilling operation be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between October 1, 1981, and September 30, 1983 a refund of U.S. $166,667 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties of this amendment.

| For the Natural Environment<br>Research Council | For the U.S. National<br>Science Foundation |
|---|---|
| p.p. John C. Bowman.<br>by<br>Sir Hermann Bondi<br>Chairman | by John B. Slaughter<br>John B. Slaughter<br>Director |
| January 14th 1982<br>Date | December 31, 1981<br>Date |

# SAUDI ARABIA

## Shipping: Jurisdiction Over Vessels in United States Deepwater Ports

***Agreement effected by exchange of notes***
***Dated at Jidda March 1, 1981, and October 20, 1982;***
***Entered into force October 20, 1982.***

*The American Embassy to the Saudi Ministry of Foreign Affairs*

No. 134

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to the discussions which have taken place between representatives of our two governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, [1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Saudi Arabia and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (Loop, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Saudi Arabia, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of Saudi Arabia that this agreement shall not apply to vessels registered in or flying the flag of Saudi Arabia merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to the Government of the Kingdom of Saudi Arabia, the Embassy has the honor to propose that this note, together with the Ministry's reply thereto, shall constitute an agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States, to enter into force upon the receipt of the Ministry's reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy avails itself of this opportunity to renew to the Royal Ministry the assurances of its highest consideration.

Embassy of the United States of America
JIDDA, March 1, 1981

---

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

أن يجرى انهائها عن طريق ارسال اخطار خطى لانهائها بعد مدة سته أشهر يرسله احد الفريقين للفريق الاخر، انتهت )

تود وزارة الخارجيه العربيه السعوديه ابلاغ السفاره المحترمه بموافقة الجهات السعوديه المختصه على ماجاء فى المذكره المشار اليها اعلاه .

وتنتهز الوزاره هذه الفرصه للاعراب عن أطيب تمنياتها .

## *The Saudi Ministry of Foreign Affairs to the American Embassy*

تهدى وزارة خارجية المملكه العربيه السعوديه أطيب تحياتها الى سفارة الولايات المتحده الامريكيه بجده .

وبالاشاره الى مذكرتها رقم ١٣٤ وتاريخ ١/مارس/١٩٨١، الاتى نصها :

( تهدى سفارة الولايات المتحده الامريكيه تحياتها الى وزارة - خارجية المملكه العربيه السعوديه وتتشرف بأن تشير الى المباحثات التى جرت بين ممثلى حكومتينا فيما يتعلق بأقامة مرافىء عميقة الاغوار على ساحل الولايات المتحده وبما يتعلق بالمتطلبات القانونيه بموجب قانون ١٩٧٤م الخاص بمرافىء الولايات المتحده العميقة الاغوار ولأجل التأكيد بأن الحكومتين متفقتان بأن السفن المسجله فى المملكه العربيه السعوديه أو التى ترفع علم المملكه العربيه السعوديه والتى على ظهرها موظفون يستعملون زيت مرفأ (شركة لوب ) الواقع على شاطىء لويزيانا المشتمل على تسهيلات مرفأ عميق الغور تأسس بموجب قانون المرفأ العميق الغور لسنة ١٩٧٤م للاغراض المذكوره فى هذه المذكره وعندما تكون تلك السفن موجوده ضمن منطقة الامان التابعه لمثل ذلك المرفأ العميق الغور تكون تلك السفن خاضعة لتشريعات قوانين الولايات المتحده والمملكه العربيه السعوديه وعلى نفس الاسس مثل ماتكون موجوده فى المرافىء الواقعه على ساحل الولايات المتحده .

ومن المفهوم لدى حكومة الولايات المتحده وحكومة المملكه العربيه السعوديه بأن هذه الاتفاقيه لاتنطبق على السفن المسجله فى المملكه العربيه السعوديه أو التى تحمل علما التى تمر فقط فى منطقة أمان مرفأ الزيت الواقع على شواطىء لويزيانا دون أن تدخل الى المرفأ المذكور أو أن تستعمل مرافقه .

وفيما اذا كانت الشروط المذكوره أعلاه تلقى القبول لدى حكومة المملكه العربيه السعوديه تتشرف السفاره بأن تقترح بأن تشكل هذه المذكره بالاضافة الى جواب الوزاره عليها اتفاقية بين حكومة المملكه العربيه السعوديه وحكومة الولايات المتحده يجرى وضعها موضع التنفيذ لدى استلام السفاره لجواب الوزاره بهذا الخصوص وبأن تبقى سارية المفعول الى

/٢

الرقم: ٩٧/ع/ التاريخ: / / ١٤هـ الموافق: ____ ١٩م المرفقات: ____

TRANSLATION

Reference No. 97/20/32/4
Date: 3/1/1403 H
[October 20, 1982]

The Ministry of Foreign Affairs of the Kingdom of Saudi Arabia presents its compliments to the Embassy of the United States of America in Jidda, and refers to the Embassy's note No. 134 of March 1, 1981 which reads as follows:

[For the English language text, see pp. 3219.]

The Ministry of Foreign Affairs of Saudi Arabia wishes to inform the esteemed Embassy that the competent Saudi authorities accept the terms of the note transcribed above.

The Ministry avails itself of this opportunity to express to the Embassy the assurances of its highest consideration.

[SEAL]

# MULTILATERAL

## Energy: Research and Development on Conservation in Buildings and Community Systems

*Implementing agreement done at Paris March 16, 1977;*
*Entered into force March 16, 1977.*

INTERNATIONAL ENERGY AGENCY

# IMPLEMENTING AGREEMENT
## FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON ENERGY CONSERVATION IN BUILDINGS AND COMMUNITY SYSTEMS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975[1] wish to take part in the establishment and operation of a Programme of Research and Development on Energy Conservation in Buildings and Community Systems (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on energy conservation in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation research and development;

HAVE AGREED as follows:

---

[1] TIAS 8229; 27 UST 249.

[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

[Footnotes added by the Department of State.]

### *Article 1*

## OBJECTIVES

*(a)* *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation in buildings and community systems.

*(b)* *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

*(c)* *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of energy conservation in buildings and community systems.

### *Article 2*

## IDENTIFICATION AND INITIATION OF TASKS

*(a)* *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

*(b)* *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

*(c)* *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

## *Article 3*

## THE EXECUTIVE COMMITTEE

*(a)* *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

*(b)* *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

*(c)* *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

*(d)* *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task. If a government has designated more than one Contracting Party to this Agreement, the Executive Committee members designated by those Contracting Parties shall, for quorum purposes under this paragraph, be counted as one member.

*(e)* *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

*(i)* When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

*(ii)* When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting;

(3) The decisions and recommendations referred to in paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this paragraph;

(4) If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this Article.

*(f)* *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

### *Article 4*

## THE OPERATING AGENTS

*(a)* *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

*(b)* *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or to be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

*(c)* *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

*(d)* *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

*(e)* *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

*(f)* *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

*(g)* *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

### *Article 5*

## ADMINISTRATION AND STAFF

*(a)* *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

*(b)* *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

*(c)* *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as

provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

### *Article 6*

### FINANCE

*(a)* *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

*(b)* *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

*(c)* *Rules of Procurement, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

*(d)* *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

*(e)* *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

*(f)* *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a programme of work and budget of the Task, accounts shall be maintained as follows unless otherwise decided by the Executive Committee, acting by unanimity:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft programme of work and budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

*(g)* *Contribution to Common Funds.* Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

*(h)* *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

*(i)* *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

*(j)* *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

### *Article 7*

### INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

---

[1] TIAS 8229; 27 UST 252.

### *Article 8*

## LEGAL RESPONSIBILITY AND INSURANCE

*(a)* *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

*(b)* *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

*(c)* *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnity Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

### *Article 9*

## LEGISLATIVE PROVISIONS

*(a)* *Accomplishment of Formalities.* Each Participant shall, within the framework of applicable legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

*(b)* *Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

*(c) Decisions of Agency Governing Board.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

*(d) Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

## *Article 10*

## ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

*(a) Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

*(b) Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

*(c) Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

*(d)* *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

*(e)* *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

*(f)* *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

*(g)* *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

*(h)* *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(g)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

*(i)* *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

### *Article 11*

### FINAL PROVISIONS

*(a)* *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

*(b)* *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

*(c)* *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

*(d)* *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

*(e)* *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 16th day of March, 1977.

| | |
|---|---|
| For the DEPARTMENT OF NATIONAL DEVELOPMENT AND ENERGY for and on behalf of the Government of Australia: | J. Humphreys |
| For the GOVERNMENT OF BELGIUM: | A. Lonnoy |
| For the NATIONAL RESEARCH COUNCIL OF CANADA (designated by the Government of Canada): | R.S. MacLean |
| For the MINISTRY OF TRADE AND INDUSTRY for and on behalf of the Government of Denmark[*]: | Vagn Korsbaek |
| For the KERNFORSCHUNGSANLAGE JÜLICH GmbH (designated by the Government of Germany): | i.V. R. Neumann<br>i.V. J. Nieraad |
| For the NATIONAL ENERGY COUNCIL MINISTRY OF COORDINATION for and on behalf of the Government of Greece: | Dim. S. Athanassopoulos |
| For the CONSIGLIO NAZIONALE DELLE RICERCHE (designated by the Government of Italy): | Vincenzo Mazzaglia |
| For the CENTRALE ORGANISATIE T.N.O. (designated by the Government of the Netherlands): | J.A. Knobbout |
| For the MINISTRY OF ENERGY for and on behalf of the Government of New Zealand: | J. V. Scott |

---

[*] The Ministry of Energy has succeeded to the Ministry of Trade and Industry as the Danish Contracting Party.

| | |
|---|---|
| For the ROYAL MINISTRY OF PETROLEUM AND ENERGY for and on behalf of the Government of Norway: | Jens Boyesen |
| For the SWEDISH COUNCIL FOR BUILDING RESEARCH (designated by the Government of Sweden): | Hans Colliander |
| For the OFFICE FÉDÉRAL DE LA SCIENCE ET DE LA RECHERCHE DU DÉPARTEMENT FÉDÉRAL DE L'INTÉRIEUR for and on behalf of the Government of Switzerland*: | A. Grübel<br>subject to ratification |
| For the BUILDING RESEARCH INSTITUTE OF THE SCIENCE AND TECHNOLOGY RESEARCH COUNCIL OF TURKEY (designated by the Government of Turkey): | P. Subasi |
| For ATKINS RESEARCH AND DEVELOPMENT (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): | P.R. Fish |
| For the BRITISH GAS CORPORATION (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): | W.J. Bennett |
| For HADEN YOUNG LTD. (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): | J. Haigh |
| For OSCAR FABER AND PARTNERS (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): | David M. Curtis |

---

* The Office Fédéral de l'Énergie has succeeded to the Office Fédéral de la Science et de la Recherche du Département Fédéral de l'Intérieur and the Office Fédéral de l'Économie Énergétique as the Swiss Contracting Party.

For OVE ARUP AND PARTNERS
(designated by the Government of the United
Kingdom of Great Britain and Northern Ireland): J. Campbell

For PILKINGTON BROS. LTD.
(designated by the Government of the United
Kingdom of Great Britain and Northern Ireland): M. Barnett

For the UNIVERSITY COURT OF THE
UNIVERSITY OF GLASGOW
(designated by the Government of the United
Kingdom of Great Britain and Northern Ireland): Jeremy P. Cockroft

For the UNIVERSITY OF STRATHCLYDE
(designated by the Government of the United
Kingdom of Great Britain and Northern Ireland): Thos. Watt Maver

For the UNIVERSITY OF WALES INSTITUTE
OF SCIENCE AND TECHNOLOGY
(designated by the Government of the United
Kingdom of Great Britain and Northern Ireland): M.J. Austin

For the UNITED STATES ENERGY RESEARCH
AND DEVELOPMENT ADMINISTRATION
for and on behalf of the Government of the
United States of America[*]: William C. Turner

---

[*] The United States Department of Energy has succeeded to the United States Energy Research and Development Administration as the United States Contracting Party.

*Annex I*

## ESTABLISHMENT OF METHODOLOGIES FOR LOAD/ENERGY DETERMINATION OF BUILDINGS

### 1. *Objectives*

The objective of this Task is to provide for surveying, collecting and evaluating analytical methods used for predicting loads and energy consumption for buildings. The Task will provide comparisons of the results of the various methods to determine the degree of consistency obtained.

It also will be an objective of the Task to provide Participants with the opportunity to interface with the U.S. Lawrence Berkeley Laboratory (LBL) System, when that system becomes operable, in order to allow ongoing evaluation and comparison of systems they themselves have developed or have under investigation.

### 2. *Means*

The Participants will undertake a task-sharing project involving data gathering, analysis of results and participation in the LBL System.

### 3. *Responsibilities of the Participants and the Operating Agent*

#### *(a) Responsibilities of the Participants*

The work performed under this Task shall consist of three Subtasks:

*Subtask 1:* *Gather Data* – Each Participant will survey and collect and submit to the Operating Agent analytical methods that are being used for predicting the annual energy consumption of a specific building design, or for selecting and sizing equipment for the building. Additionally, important methods being used for research will also be submitted.

*Subtask 2:* *Determine Consistency of Results* – Once the results of the surveys in Subtask 1 have been received, the Operating Agent, with the assistance of the Participants, will conduct analyses to determine to what degree consistency exists between the various techniques and the LBL System.

*Subtask 3:* *Transmittal of Results and Access to LBL System* – After analysis of the data submitted to the Participants under Subtask 2, the Operating Agent will transmit the information obtained thereby to the Participants. The Operating Agent will take steps to permit the Participants' access to the LBL System for the period this Task Annex remains in force. Any country wishing to access the LBL System shall provide a single computer link within that country. Organizations within that country desiring access to the LBL System shall access the system through such link.

*(b) Specific Duties of the Operating Agent*

Within ninety days following the entry into force of this Annex, the Operating Agent will prepare a comprehensive work plan as well as a survey format for submission to the Executive Committee for its approval, acting by unanimity.

4. *Funding*

Each Participant shall individually bear the costs associated with the execution of Subtasks 1, 2 and 3.

5. *Time Schedule*

This Task Annex will remain in force for a period of three years. It may be extended by agreement of any Participants desiring to continue this project.

6. *Operating Agent*

United States Energy Research and Development Administration*.

7. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this *Annex I* to the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Buildings and Community Systems (hereinafter called *Annex I*) shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex I* Participants shall have the right to publish all information provided to or arising from *Annex I* except proprietary information.

*(c)* *Proprietary Information.* The *Annex I* Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatments) which is appropriately marked, provided such information:

---

* See note, p. 3244 [17].

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient *Annex I* Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(h) *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

(i) *Copyright.* The Executive Committee, or any member appointed by it, may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, provided, however, that *Annex I* Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(j) *Authors.* Each *Annex I* Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this Article. Each *Annex I* Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

8. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Research Council of Canada,

Kernforschungsanlage Jülich GmbH (Germany),

The Consiglio Nazionale delle Ricerche (Italy),

The Centrale Organisatie T.N.O. (Netherlands),

The Office Fédéral de la Science et de la Recherche du Département Fédéral de l'Intérieur (Switzerland)*,

Atkins Research and Development (United Kingdom),

Haden Young Ltd. (United Kingdom),

Oscar Faber and Partners (United Kingdom),

Pilkington Bros. Ltd. (United Kingdom),

The United States Energy Research and Development Administration**.

---

* See note, p. 3243 [16].
** See note, p. 3244 [17].

*Annex II*

## METHODOLOGY FOR COMBINED APPLICATION OF THE SCIENCE OF EKISTICS AND ADVANCED COMMUNITY ENERGY SYSTEMS

### 1. *Objective*

The objective of this Task is to develop a practical and widely applicable methodology for community design and analysis as a tool for achievement of maximized energy conservation in resources-limited environments.

The Task will focus on community development based on the combined application of the science of ekistics and advanced community energy systems. Ekistics, as the science of human settlements, offers a detailed analytical matrix of the functional and social relationships in human settlements, and is ideal for the correlation of energy parameters and synthesis of a generic design and analysis tool and methodology for use by urban designers and engineers to maximize use of local energy resources, energy conservation and use of advanced energy systems on a community scale.

### 2. *Means*

The Participants in this Task (the "Participants") will undertake a common study involving data gathering, analysis of results and synthesis of a methodological approach to community design.

### 3. *Responsibilities of the Operating Agent*

The Operating Agent shall carry out the two Subtasks described below:

*(a)* *Subtask 1: Development of Methodology, Scope of Work.* The Operating Agent shall conduct studies and prepare a report of all work undertaken pursuant to this sub-paragraph, with particular emphasis on a clear presentation of the practical and transferable methodology. The report on this Subtask shall be completed by 31st August, 1978 for delivery to the Participants.

(1) Detailed Programme of Work and Budget and test-case site selection recommendation. The Operating Agent shall submit a report on this work to the Executive Committee for review and approval before proceeding with the other work described below.

(2) Preliminary formulation of the methodology to be used and refined during application to the approved project site. The methodology will include the use of:

*(i)* Ekistic matrices, including energy parameters;

*(ii)* Parameters of advanced energy systems;

*(iii)* Socio-economic feasibility criteria;

(iv) Engineering-economic feasibility criteria;

(v) Planning framework for ekistic land-use development; and

(vi) Procedures for choosing a balanced ekistic-energy economic development.

(3) Methodology development will include:

(i) Inventory and evaluation of potential natural resources of the site, including hydrological and insolation surveys (definition of the process for the general case);

(ii) Societal definition of human resources and needs, including analysis of local socio-economic structure (definition of the process for the general case); and

(iii) Analysis and definition of economic development potentials of the site (definition of the process for the general case).

(4) Development of socio-economic and engineering-economic feasibility criteria, guidelines, and limiting conditions for the general case and the project site.

(5) Application of the preliminary methodology to the project site to produce alternative preliminary land-use and economic development master plans. These plans will display alternative ways of using natural and human resources to exploit economic development potential, assuming availability of required energy and water at the site. Energy consuming end-use requirements for each alternative will be specified by amount and type. (This activity includes extension of the preliminary methodology for the general case.)

(6) Development of a community energy and utilities supply system that fully supports each alternative master plan. These systems will include any use of traditional energy sources and use of solar and other non-depletable forms of energy. They will be developed to maximize community-wide energy efficiency in all respects from energy production through conversion, distribution and end-use (including energy recovery). In this work item the Operating Agent will borrow and adapt ongoing work under the United States Department of Energy's Advanced Technology Mix Energy Systems (ATMES) Program. This activity includes extension of the preliminary methodology for the general case.

(7) Development of a recommended master plan for full development of project site, including cost estimates and a preliminary engineering description of the energy system which will serve it. This activity includes extension of the process for the general case.

(8) Development and presentation of a phased development plan for implementation of the master plan for the project site, complete with estimated budget requirements for economic and social investments for each phase and preparation of recommended organizational approaches. This activity includes extension of the process for the general case.

(9) Documentation of the complete generalized methodology as refined by application to the project site, including illustrations, examples and instructions adequate for generalized use by urban planners, engineers and other professionals involved in community development planning.

*(b)* *Subtask 2: International Conference on Ekistics and Innovative Community Energy Systems.*

(1) The Operating Agent shall make all arrangements for and conduct an international conference on ekistics and innovative community energy systems in Athens, Greece from 9th July to 16th July, 1978 inclusive. The conference, co-sponsored by the National Energy Council of the Ministry of Coordination of the Republic of Greece and the United States Department of Energy will encourage international exchange of information and collaboration on the combined applications of ekistics and energy use with emphasis on advanced energy systems to both new and existing communities. Subjects to be covered include:

*(i)* Technological and scientific developments in ekistics, urban planning and community energy systems; and

*(ii)* Government projects for regional economic development which can profit from planning techniques combining ekistics with the use of advanced energy systems.

(2) The widest possible participation by countries in the conference shall be sought, and a wide scope of presentations by these representatives shall be encouraged so long as they relate to the main subjects of the conference.

(3) The Operating Agent shall undertake all activities required to convene and carry out the conference successfully, including the preparation and dissemination of printed proceedings of the conference. The Executive Committee shall approve the detailed budget for the conference, the guidelines for international participation and the detailed agenda of the conference.

4. *Designation and Additional Duties of the Operating Agent*

*(a)* The National Energy Council of the Ministry of Coordination of the Republic of Greece shall be the Operating Agent for this Task.

*(b)* In addition to its other duties under this Annex, the Operating Agent shall:

(1) Provide full project management services for accomplishment of work specified in the above Subtasks and in accordance with the Task Schedule set forth below;

(2) In accordance with the Task Schedule, submit to the Executive Committee for approval a detailed Programme of Work and Budget, including identification of all consultants to be used in Subtask 1 and organization to be assigned responsibility for execution of Subtask 2;

(3) Ensure delivery of the work products to the Participants in accordance with the Task Schedule; and

(4) Submit the Subtask 1 final summary report and the conference proceedings to the Executive Committee.

5. *Obligations of the United States Department of Energy (DOE)*

*(a)* The DOE shall, as soon as practicable, provide the Operating Agent with relevant information on the characteristics, cost and availability of those advanced community energy systems, derivable from DOE research, development and demonstration programmes, which could have potential application compatible with the nature and general requirements of the project site.

*(b)* During the course of the Task, the DOE shall provide information, guidance and comments concerning the energy systems considered under the Task.

*(c)* Following completion of the work described in sub-paragraph 3 *(a)* (5) above, DOE personnel associated with the ATMES Program shall consult with counterpart personnel of the Operating Agent with the objective of selecting and defining the community energy system to serve each of the alternative land use development plans.

6. *Task Management and Task Schedule*

*(a)* *Task Management*

(1) In addition to the designation of Executive Committee members and alternate members as set forth in the Agreement, each Participant may appoint for the Task technical or other advisers to assist their respective members of the Executive Committee, provided that such advisers shall neither vote in nor be counted for the purpose of attaining a quorum for meetings of the Executive Committee. Each Participant shall inform all other Participants in writing of any such appointments under this sub-paragraph.

(2) The Executive Committee, acting by unanimity, shall evaluate performance of work and Task results by the Operating Agent, and shall take such action as may be necessary for the effective management of the Task in accordance with the Task Schedule.

(3) Notwithstanding Article 3 *(e)* of the Agreement, all decisions or recommendations for or concerning this Task shall be adopted by the Executive Committee, acting by unanimity.

*(b)* *Task Schedule*

The Operating Agent shall complete and submit to the Participants by 31st August, 1978 all of its work under the Task. In carrying out the Task the Operating Agent shall respect the time schedule set forth below.

(1) *PHASE 1*

The first phase of the study comprises all the preliminary and preparatory work which is necessary for the organization and programming of the study. The Operating Agent must submit to the Executive Committee:

*(i)* A detailed programme of work and budget for the Task; and

*(ii)* Data and recommendations for the selection of a specific project site to be used for the development of the generalized methodology.

The approval and/or any comments by the Executive Committee on the first phase must be communicated in writing to the Operating Agent no later than thirty days from the date of its submission to the Executive Committee.

(2) *PHASE 2*

After completion of the first phase, the Operating Agent in the second phase of the study must complete and submit the following work to the Executive Committee:

*(i)* Complete definition of the preliminary methodology for the combined ekistic-energy methods with a brief description of it;

*(ii)* Alternative land-use and economic development schemes;

*(iii)* Definition of necessary end-use energy consuming services by type and quantity and of other services required by the community planned for the project site;

*(iv)* Presentation of alternative plans for joint selection by the Executive Committee of the suitable energy systems to meet the requirements of each land-use and economic development plan; and

*(v)* Complete planning for the convening and management of an international conference on ekistics and innovative community energy systems.

The approval and/or any comments by the Executive Committee on the material of the second phase must be communicated in writing to the Operating Agent within twenty days after the Operating Agent fulfils its second phase obligations.

### (3) *PHASE 3*

Within four months from the receipt of the written approval or receipt of any comments by the Executive Committee to the Operating Agent on the second phase material, the Operating Agent shall complete and submit the following work:

*(i)* Complete workable, analytic ekistic-energy matrix and methods and design methodology to incorporate complete, specific, community energy production, conversion, use and recycling systems, for each of the alternative land-use economic development plan schemes;

*(ii)* Justified choice of the preferred land-use economic development plan schemes and ekistic-energy development plan; and

*(iii)* Organize and hold in Greece an international conference on ekistics and innovative community energy systems.

The approval and/or any comments of the Executive Committee on the third phase material must be communicated in writing to the Operating Agent within twenty days after the Operating Agent fulfils its third phase obligations.

### (4) *PHASE 4*

Within one month from the receipt of the written approval or of any comments by the Executive Committee to the Operating Agent on the third phase material, the Operating Agent shall:

*(i)* Submit the final text of the Subtask 1 report called for in sub-paragraphs 3 *(a)* and 3 *(a)* (9) above, thirty copies each in English and in Greek;

*(ii)* Within thirty days after such submission of the Subtask 1 report, submit to the Executive Committee thirty copies each in English and in Greek of that report in the form of a General Report including the drawings developed under the Task as well as a Summary Report with respective drawings, thirty copies each in English and Greek;

*(iii)* Within two months after the international conference, provided in Subtask 2, and in any event no later than 31st August, 1978, the Operating Agent shall publish and distribute to the Participants copies of the conference proceedings in English.

7. *Financial Terms for the Task*

*(a)* The expenditure incurred in the operation of this Task shall be borne by the Participants in the proportions appearing below. Such expenditure is not expected to exceed $244,000 at October, 1976 price levels and exchange rates, and may not exceed such level except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall adjust the figure referred to in this sub-paragraph at half-yearly intervals to take account of changes in exchange rates and changing price levels in the country of the Operating Agent to ensure that the necessary real resources will continue to be available to perform the Task. If significant changes in such exchange rates or price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds. The financial year of the Task shall correspond to the financial year of the DOE.

*(b)* Specific financial contributions for each Participant in the Task:

| *Participant* | *Proportion* |
|---|---|
| The United States Department of Energy | 75% |
| The National Energy Council of the Ministry of Coordination of the Republic of Greece | 25% |

*(c)* The above percentages shall be revised by the Executive Committee, acting by unanimity, if other Contracting Parties participate in this Task.

*(d)* Each Participant's proportionate contribution for this Task shall be prepaid by the Participants to a special account of the Public Investments of the Ministry of Coordination of the Republic of Greece. The DOE contribution shall be paid as follows: twenty per cent within fifteen days following 26th October, 1976; eighty per cent within fifteen days following approval of the detailed Programme of Work and Budget by the Executive Committee.

*(e)* Contributions received by the Operating Agent will be used solely in accordance with the Programme of Work and Budget approved by the Executive Committee.

8. *Procurement Procedures*

The Operating Agent shall competitively procure necessary contractor services for Subtasks 1 and 2 in accordance with the standard procurement procedures normally required for procurement of similar services by the Operating Agent, and in accordance with the law of Greece.

9. *Time Period*

This Annex shall remain in force until 31st August, 1978. It may be extended by the Executive Committee, acting by unanimity, as necessary to carry out the Task.

10. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this *Annex II* to the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Buildings and Community Systems (hereinafter called *Annex II*) shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex II* Participants shall have the right to publish all information provided to or arising from *Annex II* except proprietary information.

*(c)* *Proprietary Information.* The *Annex II* Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning is confidentiality; and

(3) Is not already in the possession of the recipient *Annex II* Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

  (1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

  (2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses or evaluations; such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

*(h)* *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

*(i)* *Copyright.* The Executive Committee, or any member appointed by it, may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, provided, however, that *Annex II* Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

*Authors.* Each *Annex II* Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this Article. Each *Annex II* Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

11. *Transitional Measures*

The Participants hereby terminate the Implementing Agreement for the Establishment of a Project to Demonstrate and Promote the Combined Application of the Science of Ekistics and Advanced Energy Systems, signed in Washington on 29th October, 1976[1] (the "Former Agreement"). The Participants hereby continue in force in accordance with their terms all acts adopted by the Executive Committee under the Former Agreement to the extent that those acts are consistent with the present Agreement and this Annex. All acts performed by a Participant pursuant to the Former Agreement shall be deemed to have been performed by the Participant pursuant to the present Agreement and this Annex.

12. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Energy Council of the Ministry of Coordination (Greece),

The United States Department of Energy*.

---

* See note, p. 3244 [17].

---

[1] Not printed. [Footnote added by the Department of State.]

*Annex III*

## EVALUATION OF ENERGY CONSERVATION MEASURES FOR HEATING OF RESIDENTIAL BUILDINGS

### 1. *Background*

Energy conservation retrofits are in all IEA Countries an important part of the energy saving plan. For the individual home owner as well as for the nation as a whole, it is vital that correct evaluations can be made of the energy saving potential of different retrofits. Since most of the analysis and installation of these retrofits are not done by architects and/or engineers, there is considerable concern that the retrofits will not be properly selected nor perform up to expectations.

All IEA Countries need to develop for the marketplace simple, reliable calculation methods. The calculated recommendations then need to be applied in houses and tested for validity.

Recommendations may include new heating, ventilation and air-conditioning systems, new appliances, new insulating materials, new glazings etc. Because of the large number of possibilities of calculation types and recommended retrofits, international co-operation will accelerate the resolution of the problems involved.

### 2. *Objectives*

The main problem, common to all, is how to generalize experimental results from time to time, from place to place on the national level. If this problem could be solved, findings in one country could also be used in another, and consequently extensive national research programmes could be reduced and rationalized. The Task is therefore directed to finding such solutions, and to providing the Participants with generalized information of the energy saving potential of different measures. To this end the work is divided in the following Subtasks:

*Subtask A:* *Calculation Methods to Predict Energy Savings in Residential Buildings*

- *(a)* Calculation methods in general;
- *(b)* Influence of habitants;
- *(c)* Recommendation of calculation methods.

*Subtask B:* *Handbook of Guiding Principles Concerning Design of Experiments, Instrumentation and Measuring Techniques*

*Subtask C: Evaluation of National Case Studies and Generalization to Other Countries*

*(a)* Agreement concerning new case studies to be performed;

*(b)* Measurements;

*(c)* Analysis;

*(d)* Generalization to other countries.

3. *Means*

The Participants will undertake a co-ordinated effort involving the sharing of work in the Subtasks. An Operating Agent will be responsible for the successful completion of the overall work of the Task. For each Subtask the designated Lead Country will be responsible for the work and for reports to the Operating Agent.

4. *Responsibilities of the Participants*

*(a)* *Subtask A*

(1) The Participants in this Subtask are:

The Ministry of Trade and Industry (Denmark)*,

The Consiglio Nazionale delle Ricerche (Italy),

The Centrale Organisatie T.N.O. (Netherlands),

The Swedish Council for Building Research,

Office Fédéral de l'Économie Énergétique (Switzerland)**,

The Building Research Institute of the Science and Technology Research Council of Turkey.

(2) Sweden, as Lead Country for Subtask A, will:

*(i)* Prepare a format for the reporting of calculation methods – manual and/or computer;

*(ii)* Select test buildings and weather data;

*(iii)* Prepare specifications for test buildings and weather data;

---

* See note, p. 3242 [15].

** See note, p. 3243 [16].

*(iv)* Conduct a seminar among the Participants to consider and choose calculation methods for the work;

*(v)* Collect information on suitable test buildings;

*(vi)* Develop a reporting format for measurements and analysis in test buildings;

*(vii)* Conduct a seminar on comparisons of calculated and measured energy consumption;

*(viii)* Write reports from the seminars;

*(ix)* Write a final report covering Subtask A; and

*(x)* Provide the Operating Agent with progress reports to be used in preparation of semi-annual Task reports to the Executive Committee and other formal reports to the IEA Secretariat.

(3) Each Participant will:

*(i)* Report national calculation methods – manual and/or computer;

*(ii)* Calculate energy consumption in specified test buildings and for specified weather data;

*(iii)* Participate in planning seminars on and seminars to choose calculation methods for work described in sub-paragraphs *(iv)* and *(v)* below;

*(iv)* Document suitable test buildings for studies of the "inhabitant factor";

*(v)* Measure the energy consumption in test buildings and analyse the results by comparisons with calculated energy consumption; and

*(vi)* Participate in seminars on comparisons of calculated and measures energy consumption.

*(b)* *Subtask B*

(1) The Participants in this Subtask are:

The Government of Belgium,

The Centrale Organisatie T.N.O. (Netherlands), The Consiglio Nazionale delle Ricerche (Italy),

The Swedish Council for Building Research,

The Office Fédéral de l'Économie Énergétique (Switzerland)*,

The United States Department of Energy**.

(2) Italy, as Lead Country for Subtask B, will:

- *(i)* Develop a format for reports of experience concerning the design of experiments, instrumentation and measuring techniques;
- *(ii)* prepare a draft handbook;
- *(iii)* Conduct a seminar on the contents of the draft handbook;
- *(iv)* Revise the draft handbook in co-operation with the Participants;
- *(v)* Conduct a seminar to decide on the final handbook;
- *(vi)* Write the final version of the handbook; and
- *(vii)* Provide the Operating Agent with progress reports to be used in the preparation of semi-annual Task reports to the Executive Committee and other formal reports to the IEA Secretariat.

(3) Each Participant will:

- *(i)* Report on national experiences concerning the design of experiments, instrumentation and measuring techniques; and
- *(ii)* Collaborate with the Lead Country in order to find experimental procedures to be recommended.

*(c)* *Subtask C*

(1) The Participants in this Subtask are:

The Government of Belgium,

The Ministry of Trade and Industry (Denmark)***,

---

* See note, p. 3243 [16].
** See note, p. 3244 [17].
*** See note, p. 3242 [15].

The Swedish Council for Building Research,

The Building Research Institute of the Science and Technology Research Council of Turkey,

The United States Department of Energy*

(2) Sweden, as Lead Country for Subtask C, will:

- *(i)* Prepare a basis for decisions of national case studies to be analyzed;
- *(ii)* Conduct a seminar on such case studies;
- *(iii)* Conduct a seminar on the results from such case studies;
- *(iv)* Write a draft report summarizing national findings concerning energy savings from retrofits, and suggest methods to generalize these findings to other countries;
- *(v)* Conduct a seminar on these generalization methods;
- *(vi)* Write a final report covering Subtask C; and
- *(vii)* Provide the Operating Agent with progress reports to be used in the preparation of semi-annual Task reports to the Executive Committee and other formal reports to the IEA Secretariat.

(3) Each Participant will:

- *(i)* Report case studies of retrofits;
- *(ii)* Participate in a seminar on and decide on case studies to be analyzed;
- *(iii)* Perform and report measurements in case studies;
- *(iv)* Analyse and report the results from case studies;
- *(v)* Participate in a seminar on the national case studies; and
- *(vi)* Participate in a seminar on the generalization of national results to other countries.

---

* See note, p. 3244 [17].

5. *Specific Responsibilities of the Operating Agent*

Overall co-ordination of work among the three Subtasks will be assured by the Operating Agent. In addition, the Operating Agent will:

*(a)* Finalize the detailed work plans for each Subtask in collaboration with its Participants and submit an annual programme of work to the Executive Committee not later than two months before the end of each year;

*(b)* Ensure that duplication of research effort is avoided or minimized;

*(c)* Co-ordinate the exchange of information through publications, reports, meetings and conferences;

*(d)* Report the progress of work under the Task to the Executive Committee at least semi-annually; and

*(e)* Submit a final report to the Executive Committee within three months after the completion of all the work under this Task or after the initial three and one-half period, whichever comes first, and submit such other reports as the Executive Committee may request.

6. *Results*

The results of this Annex shall be:

*(a)* Periodic documents and reports on the results of the completion of elements of the Programme of Work, including:

    (1) *Subtask A: Calculation Methods to Predict Energy Savings in Residential Buildings*

        *(i)* Reports from seminars on manual and/or computer calculation methods; and

        *(ii)* Report recommending specific calculation methods to predict energy savings.

    (2) *Subtask B: Handbook of Guiding Principles Concerning Design of Experiments, Instrumentation and Measuring Techniques*

    (3) *Subtask C: Evaluation of National Case Studies and Generalization to Other Countries*

        *(i)* National reports on energy saving measures and case studies of energy savings; and

        *(ii)* General report on energy savings from various measures.

*(b)* A final report integrating the results of this Task and containing recommendations for such additional activities as may be appropriate.

7. *Funding*

Each Participant shall individually bear the costs associated with the execution of activities provided for in this Annex. Participation in this Annex is subject to a minimum overall commitment of 28 man-months. For each Subtask, the minimum effort will be:

*Subtask A*: 30 man-months for the Lead Country, and 24 man-months for each of the other Participants;

*Subtask B*: 12 man-months for the Lead Country, and 4 man-months for each of the other Participants;

*Subtask C*: 30 man-months for the Lead Country, and 24 man-months for each of the other Participants.

In addition, for instrumentation and other costs of like nature, each Participant will make a minimum effort equal to 50 per cent of its respective labour costs.

8. *Time Schedule*

This Annex will enter into force on 26th April, 1979 and will remain in force for a period of three and one-half years. It may be extended by agreement of any Participants desiring to continue this Task beyond its expiration date. The extension of this Annex shall be binding only on those Participants notifying the IEA Secretariat of their intention to so continue the Annex. It shall not be binding on those Participants who withdraw from the Annex in accordance with Article 10 (g) of the Agreement.

9. *Operating Agent*

The Swedish Council for Building Research.

10. *Information and Intellectual Property*

(a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this *Annex III* shall be determined by the Executive Committee, acting by unanimity, in conformity with the Agreement.

(b) *Right to Publish.* Subject only to copyright restrictions, the *Annex III* Participants (referred to in this Annex as the "Participants") shall have the right to publish all information provided to *Annex III*, except proprietary information and all information arising from *Annex III*.

(c) *Proprietary Information.* The Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information provided to *Annex III*. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, or design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to a Lead Country or to the Operating Agent, to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to a Lead Country or to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by a Lead Country or by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to a Lead Country or to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to a Lead Country or to the Operating Agent but shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Reports on Work Performed under the Task.* The Operating Agent shall, in accordance with paragraph 5 above, provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information.

(h) *Copyright.* The Operating Agent or a Lead Country may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, for the benefit of the Participants, provided, however, that the Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(i) *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

11. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The Government of Belgium,

The Ministry of Trade and Industry (Denmark)*,

The Centrale Organisatie T.N.O. (Netherlands),

The Consiglio Nazionale delle Ricerche (Italy),

The Office Fédéral de l'Économie Énergétique (Switzerland)**,

The Swedish Council for Building Research,

The Building Research Institute of the Science and Technology Research Council of Turkey,

The United States Department of Energy***.

---

* See note, p. 3242 [15].
** See note, p. 3243 [16].
*** See note, p. 3244 [17].

*Annex IV*

## GLASGOW COMMERCIAL BUILDING MONITORING PROJECT

1. *Objectives*

The primary objective of this Task will be to measure in detail the energy inputs, flows and outputs, and internal and external environment of a commercial office building. These data will allow in-depth comparisons of the actual energy performance of the building with that predicted by load/energy computer programmes. This will lead in turn to a better understanding of energy transfers in buildings and to improved computer programmes.

2. *Means*

The Participants will jointly fund a project to monitor the Collins Publishers building in Glasgow, Scotland.

3. *Responsibilities of the Participants and the Operating Agent*

(a) *Responsibilities of Participants*

The Participants shall monitor and review the activities of the Operating Agent and shall undertake such additional responsibilities as are specified in sub-paragraph *(b)*.

(b) *Responsibilities of the Operating Agent*

Within three months following the date of approval of this Annex, the Operating Agent will submit the draft Programme of Work and Budget to the Executive Committee for adoption.

The Operating Agent will carry out the following Subtasks:

*Subtask 1: Instrumentation.* The Operating Agent and the Participants will jointly decide what data should be measured. The Operating Agent will then install necessary instrumentation and prepare the data collection system for data recordings.

*Subtask 2: Data Recording and Analysis.* The Operating Agent will record a full year of data on the building. It will compile and analyze the data so that it can be easily used to understand energy transfers within the building and to calculate building energy performance.

*Subtask 3: Calculation of Building Performance.* The Operating Agent will calculate building energy performance so that it can be compared with the performance predicted by computerized techniques for calculating energy loads and usages in buildings.

*Subtask 4:* *Preparation of Building Specification and Weather Tape.* Concurrently with the undertakings in *Subtasks 1, 2* and 3 above, the Operating Agent will prepare an architectural specification of the building and a weather tape. By utilizing this specification and tape, each of the Participants may, at its own option, have computer analysts in its own country analyze the building and develop a computer model.

*Subtask 5:* *Assistance to Computer Analysts.* The Operating Agent will assist analysts in the Participants' countries to analyze the building, based on data from *Subtask 4* above, and to compare their analyses to the building's actual performance, based on data from *Subtasks 1-3* above. The Operating Agent will be available to answer questions which arise during the analysis of the building.

*Subtask 6:* *Documentation of Results.* The Operating Agent will integrate the results of the above Subtasks, including the analyses made by the computer analysts in Participants' countries, into reports and documents as provided in paragraph 8 below.

*Subtask 7:* *Periodic Meetings.* The Operating Agent will arrange periodic meetings to discuss the progress of the Task and to compare measured performance of the building with that predicted by the computer programmes.

In addition to the above Subtasks, the Operating Agent will prepare a draft programme of work and budget, including details of the measuring programme methodology and schedule. The Operating Agent will be under no obligation to carry out any work until receipt of each of the Participants' first instalment of the contribution, as determined in accordance with paragraph 4 below.

4. *Funding*

*(a)* The total cost of the Task will be £293,400 Sterling over three and a half years, from the date of this Annex.

*(b)* The cost of the Task will be jointly borne by the Participants as provided for in Article 6 *(g)* of the Agreement. The Participants will make their contribution in accordance with the following table:

| Participant | Total Contribution (£) |
|---|---|
| Australia | 25,100 |
| Belgium | 25,100 |
| Canada | 50,200 |
| Netherlands | 25,100 |
| Switzerland | 25,100 |
| University of Glasgow | 100,400 |
| United States | 42,400 |
| Total | 293,400 |

In addition to the above financial contribution, the United States Participant will contribute in kind by providing instrumentation to carry out measurements of infiltration in the building.

*(c)* The above contributions do not include the costs incurred by analysts to run their computer programmes against the building. The Participants will bear these costs individually.

*(d)* In lieu of a financial contribution to the joint fund the following Participants will take part in *Subtask 4* and will each bear its own costs in running its computer programmes to analyze the building and all costs associated with the development of a computer model:

Atkins Research and Development (United Kingdom),
British Gas Corporation (United Kingdom),
Oscar Faber and Partners (United Kingdom),
Ove Arup and Partners (United Kingdom),
Pilkington Brothers Limited (United Kingdom),
University of Strathclyde (United Kingdom).

*(e)* The Executive Committee, acting by unanimity, shall from time to time adjust the contribution amounts set forth in paragraph 4 *(b)* above, to take account of changes in price levels and progress of work so as to ensure that the adjusted contributions represent a realistic assessment of the funds needed for the purpose of this Task. If there are significant changes in price levels, the Executive Committee shall consider whether to adjust the Programme of Work to the committed funds or to increase the Budget.

*(f)* Each Participant will make its contribution in instalments according to the following schedule (pounds Sterling):

| Participant | Dates of Payment | | | | | | | Total (£) |
|---|---|---|---|---|---|---|---|---|
| | 3.79 | 9.79 | 3.80 | 9.80 | 3.81 | 9.81 | 3.82 | |
| Australia | – | – | – | – | 20,880 | 3,120 | 1,100 | 25,100 |
| Belgium | 6,240 | 6,240 | 2,640 | 2,640 | 3,120 | 3,120 | 1,100 | 25,100 |
| Canada | 12,480 | 12,480 | 5,280 | 5,280 | 6,240 | 6,240 | 2,200 | 50,200 |
| Netherlands | – | – | – | – | 20,880 | 3,120 | 1,100 | 25,100 |
| Switzerland | 6,240 | 6,240 | 2,640 | 2,640 | 3,120 | 3,120 | 1,100 | 25,100 |
| University of Glasgow | 24,960 | 24,960 | 10,560 | 10,560 | 12,480 | 12,480 | 4,400 | 100,400 |
| United States | 9,880 | 9,880 | 4,180 | 4,180 | 4,940 | 4,940 | 4,400 | 42,400 |
| | | | | | | | | 293,400 |

5. *Time Schedule*

This Annex will remain in force for a period of three and a half years from the date hereof. It may be extended by agreement of any Participants, one of which must be the Operating Agent, for an additional two years. The extension of this Annex shall be binding only on those Participants notifying the IEA Secretariat of their intention to so continue the

Annex. It shall not be binding on those Participants who withdraw from the Annex in accordance with Article 10 *(g)* of the Agreement. This Annex will terminate, in any event, upon the termination of the Implementing Agreement to which it is annexed.

6. *Operating Agent*

University of Glasgow, Scotland.

7. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from the activities conducted under this *Annex IV* shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex IV* Participants (referred to in this Annex as the "Participants"), shall have the right to publish all information provided to or arising from *Annex IV* except proprietary information.

*(c)* *Proprietary Information.* The Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

*(h)* *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

*(i)* *Copyrights.* The Executive Committee, or any member appointed by it, may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, provided, however, that Participants may reproduce and distribute such material but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

*(j)* *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

8. *Results*

The results of this Task will include:

*(a)* A document containing a specification of the Collins building suitable for use by computer analysts in Participants' countries;

*(b)* A document containing a specification of the measurements to be taken in the building including their location, time interval, and associated analyses. The measurements in the document will include weather and occupancy patterns;

*(c)* A weather tape for the year in which data are taken;

*(d)* A document recording the summary results of one year of data collection and an estimate of the energy performance of the building suitable for comparison with the predictions of computerized analysis programmes;

*(e)* A document comparing the actual energy performance of the building with the predictions of the analysis programmes; and

*(f)* Minutes of periodic meetings of the Participants as provided for in *Subtask 7*.

The Operating Agent will supply to each Participant copies of each of the foregoing documents and materials.

9. *Date of Annex*

The Annex will enter into force on 31st March, 1979.

10. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The Department of National Development and Energy (Australia),

The Government of Belgium,

The National Research Council of Canada,

The Centrale Organisatie T.N.O. (Netherlands),

The Office Fédéral de l'Économie Énergétique (Switzerland)*,

Atkins Research and Development (United Kingdom),

British Gas Corporation (United Kingdom),

---

* See note, p. 3243 [16].

Oscar Faber and Partners (United Kingdom),

Ove Arup and Partners (United Kingdom),

Pilkington Brothers Limited (United Kingdom),

University of Glasgow (United Kingdom),

University of Strathclyde (United Kindom),

The United States Department of Energy*.

---

* See note, p. 3244 [17].

*Annex V*

## ESTABLISHMENT OF AN AIR INFILTRATION CENTRE

### 1. *Objectives*

The objectives of this Task are to support institutions active in air infiltration research through the collation, analysis, evaluation and dissemination of experimental data and technical information, and to assist in the co-ordination of national research activities in air infiltration, to develop tools which architects, building services engineers and energy management professionals can use to assess the energy losses due to air infiltration from domestic, commercial and industrial buildings, and thus to assess more reliably the cost effectiveness of measures available to reduce these losses. A further objective is to provide advice on cost effective measures available to reduce air infiltration losses.

### 2. *Means*

The Participants will jointly fund the creation of an Infiltration Centre which will perform the following functions:

(1) *Information Service.* The Centre will catalogue and disseminate published and unpublished papers and research data in the field. It will respond to individual requests by Participants for information, will publish regular surveys of on-going research and reviews and critiques of completed work in infiltration. The Centre will organize conferences and meetings to discuss specific questions of concern to researchers in the field.

(2) *Standardize Procedures for Reporting Experimental Results.* The Centre will prepare standardized formats for reporting the results of air infiltration research, including test buildings characteristics, occupancy rates, and data collection procedures. The Centre will seek the advice of the reseach community in developing these formats and will be active in recommending their adoption.

(3) *Calibrate and Validate Air Infiltration Models Using Existing Data.* The Centre will use available high quality air infiltration test data to calibrate and validate infiltration models of special interest to Participants. The Centre will compare the ability of alternative models to represent air infiltration.

(4) *Collect Additional Data for Model Evaluation.* To provide a more complete data base for validating air infiltration models, the Centre will collect additional documentation and processed or semi-processed data from previous IEA air infiltration studies. The Centre will publish an index of complete and reliable data sets for validating models.

(5) *Air Infiltration Handbook*. The Centre will assist the Swedish Participant in the production of a handbook developing a set of guiding principles for reducing air infiltration in new and existing residential and commercial buildings and including instrumentation and methods for infiltration testing (e.g. tracer gas, pressurization, air-flow, and related measurements).

(6) *Co-ordination of Research*. The Centre will identify areas where research is necessary and will advise the research community of these areas.

(7) *Sponsor Personnel Exchanges*. The Centre will provide opportunities for researchers from Participants' Countries to work at the Centre under arrangements to be made directly between the Operating Agent and the interested Participants.

3. *Responsibilities of the Swedish Participant*

The Swedish Participant will:

*(a)* Collect and analyze the information provided by the Participants on the standardized formats prepared by the Centre under paragraph 2 (2) above;

*(b)* Prepare a draft handbook on air infiltration which it will then circulate to the Participants for review; and

*(c)* Following review, produce a final version of the handbook to be distributed to all Participants.

4. *Responsibilities of the Operating Agent*

The Operating Agent will:

*(a)* Prepare the draft Programme of Work and Budget The Operating Agent shall submit this draft Programme to the Executive Committee for adoption within three months of the date of this Annex, and thereafter not later than three months preceding the calendar year in which work will be undertaken.

*(b)* Operate the Centre, in accordance with this Annex and the decisions of the Executive Committee, which will be established as a separate autonomous unit of the Building Services Research and Information Association (BSRIA) which will provide the necessary office space and administrative support for the Centre.

5. *Funding*

*(a)* The total cost of the Centre will be 133,400 pounds Sterling for the first three years, at December, 1978 prices. For the operational year 1982/83 it will be 215,600 pounds Sterling.

*(b)* The cost of the Centre will be jointly borne by the Participants, as provided for in Article 6 *(g)* of the Agreement. The Participants will make annual contributions according to the following table:

| Country | Annual contribution (£ Sterling) | |
|---|---|---|
| | 1979-1982 | 1982-1983 |
| Canada | 18,400 | 25,600 |
| Denmark | 4,600 | 6,400 |
| Italy | 18,400 | 25,600 |
| Netherlands | 9,200 | 12,800 |
| New Zealand | – | 8,600* |
| Norway | – | 8,600* |
| Sweden | – | 12,800 |
| Switzerland | 9,200 | 12,800 |
| Oscar Faber and Partners (U.K.) | 36,800 | 51,200 |
| United States | 36,800 | 51,200 |

*(c)* In lieu of a financial contribution to the common fund, for the first three years, Sweden will provide, in accordance with paragraph 3 above, those services necessary to the production of an infiltration handbook. This contribution represents a minimum commitment of 20 man-months.

*(d)* The Executive Committee, acting by unanimity, shall from time to time adjust the contribution amounts set forth in paragraph 5 *(b)* above to take account of changes in price levels so as to ensure that the adjusted contributions represent a realistic assessment of the funds needed for the purposes of this Task. If there are significant changes in price levels, the Executive Committee shall consider whether to adjust the Programme of Work to the committed funds.

6. *Time Schedule*

This Annex will remain in force for a period of four years. It may be extended by agreement of any Participants. The Annex will terminate, in any event, upon the termination of the Implementing Agreement to which it is annexed.

7. *Operating Agent*

Oscar Faber and Partners, United Kingdom.

8. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

---

* Includes £2,200 entrance fee

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex V* Participants (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from *Annex V* except proprietary information.

*(c)* *Proprietary Information.* The Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participants which supply such information.

(g) *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(h) *Access to the Centre.* Upon the request of a Participant, the Executive Committee shall grant such Participant access to the data base of the Centre under conditions determined by the Executive Committee. The Executive Committee shall, acting by unanimity, determine the rules by which the services of the Centre may be made available to Governments and other appropriate entities of countries which do not participate in this Annex.

(i) *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations, and other documentation, but excluding proprietary information, to the Executive Committee.

(j) *Copyright.* The Executive Committee, or any member appointed by it, may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, provided, however, that the Participants may reproduce and distribute such material but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(k) *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

9. *Results*

The results of this Annex will include:

(a) The publication of periodic surveys of on-going research and reviews and critiques of completed work in air infiltration;

(b) A document containing standardized formats developed at the Centre for reporting the results of air infiltration research;

best copy available

*(c)* The publication of an index of data sets for validating air infiltration models;

*(d)* A document containing the results of comparisons of alternative validating models;

*(e)* The publication of an air infiltration handbook;

*(f)* Reports on any special events or conferences sponsored by the Centre; and

*(g)* An annual report on the activities of the Centre, summarizing the achievements in the past year, the services provided by the Centre to each Participant, and budget expenditures.

The Operating Agent will provide the Executive Committee and each Participant with copies of the above documents and reports, including copies of any major documents produced, such as bibliographies, literature surveys, or the like.

10. *Date of Annex*

This Annex will enter into force on 22nd May, 1979.

11. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The National Research Council (Canada),

The Ministry of Trade and Industry (Denmark)*,

The Consiglio Nazionale delle Ricerche (Italy),

The Centrale Organisatie T.N.O. (Netherlands),

The Ministry of Energy (New Zealand),

The Royal Ministry of Petroleum and Energy (Norway),

The Swedish Council for Building Research,

The Office Fédéral de l'Économie Énergétique (Switzerland)**,

Oscar Faber and Partners (United Kingdom),

The United States Department of Energy***.

---

* See note, p. 3242 [15].
** See note, p. 3243 [16].
*** See note, p. 3244 [17].

*Annex VI*

## ENERGY SYSTEMS AND DESIGN OF COMMUNITIES (ENSYDECO)

### 1. *Background*

Appropriate planning of communities is regarded as an effective energy conservation tool. Under *Annex II* of this Implementing Agreement a conceptual methodology for Combined Application of the Science of Ekistics and Advanced Community Energy Systems has been developed.

### 2. *Definition and Objectives*

*(a)* *Definition.* Energy Systems and Design of Communities, referred to in this Annex as "the Task", is a project designed to produce, compare and evaluate case studies and subsequently to identify the key issues and problems involved, the national approaches to such issues and problems, the methodologies and analytical tools employed, the technical or policy options considered or implemented and the decision processes followed, as well as to derive as far as possible common planning procedures, and to evaluate through them the validity of the ENSYDECO methodology. The focus of case studies will be energy planning and conservation and the use of non-depletable energy sources in connection with town-planning processes.

*(b)* *Objectives.* The overall objective of the Task is to facilitate and accelerate learning of how to incorporate energy considerations in town planning procedures and to develop energy-conscious and energy-sensitive town planning approaches. The target-audience of the project is professionals, practising town planners and town planning officials in city governments.

The specific objectives of the Task are:

(1) To document case studies in the Participating Countries, including the study carried out in the context of *Annex II* to this Agreement, with emphasis on key issues, technical and policy options, energy requirements, use of methods and analytical tools, and decision-making processes;

(2) To classify, compare and evaluate the above case studies and subsequently identify and indicate the emerging common planning procedures;

(3) To compare the methodologies and approaches identified above with the methodology developed under *Annex II* to this Agreement, and to elaborate common planning procedures for possible adoption in planning practice;

(4) To exchange information from existing or subsequent projects within the Participants' respective Countries.

3. *Means*

Participants will undertake a common study involving data gathering, case study documentation, comparison and evaluation of results. The product of this Task, as indicated in paragraph 2*(b)(3)* above, will incorporate work accomplished under *Annex II* to this Agreement.

4. *Work Distribution and Responsibilities of the Participants and Operating Agent*

The work in this Task is divided into the following Subtasks:

*Subtask 1:* Prepare Programme of Work and Budget on the basis of decisions taken at the Participants' working meeting in Berlin on 18th October, 1979.

Report by the Operating Agent.

*Subtask 2:* Select appropriate case studies and classify them under the following headings of problem areas:

*(a)* Energy considerations in urban renewal;

*(b)* Energy factors in rural community development;

*(c)* Energy-efficient planning of new urban communities on virgin sites;

*(d)* Energy-induced urban development.

Identify two or more case studies for in-depth documentation. Lists to be compiled by each Participant for its respective country.

*Subtask 3:* *(a)* Document in abstract form selected case studies and indicate incidence of key questions, especially the following:

*(i)* Central vs decentralized energy supply;

*(ii)* High vs low technology;

*(iii)* Long- vs short-term planning;

*(iv)* Economic returns vs social welfare objectives;

*(v)* Use of regulations vs market solutions;

*(vi)* National vs local values and interests.

*(b)* Document in detail two of the above case studies, following the structure summarized below:

*(i)* Setting;

*(ii)* Key questions and goals of case study;

*(iii)* Energy requirements;

*(iv)* Methodologies employed;

*(v)* Technical options;

*(vi)* Policy options and implications;

*(vii)* Decision process and outcomes.

*(c)* Compile brief national survey report on the issue of energy use and town planning.

Reports by all Participants for their respective Countries.

*Subtask 4:* Produce state-of-the-art reports, covering:

*(a)* Planning operations;

*(b)* Common problems;

*(c)* Key issues.

Report by the Operating Agent.

*Subtask 5:* Develop criteria based on the state-of-the-art survey for the comparison of case studies.

Report by the Operating Agent and German Participant.

*Subtask 6:* Study problems in existing buildings retrofit, and examine approaches and policies.

Report by the United States and German Participants.

*Subtask 7:* Examine impact of energy considerations on socio-economic development.

Report by the United States and Italian Participants.

*Subtask 8:* Compare and evaluate case studies with reference to:

*(a)* Key questions and problem areas, especially those referred to in Subtasks 1 and 2;

*(b)* National approaches to key questions and problems;

*(c)* Methodologies and analytical tools;

*(d)* Wherever possible, decision processes and outcomes.

Report by the Operating Agent.

*Subtask 9:* *(a)* Identify and derive common planning procedures, clarify context and conditions of their use as indicated in case studies and comment on possibility of further use;

*(b)* Compare conclusions from Subtasks 3 and 8 with the methodology developed under *Annex II* to this Agreement and thus evaluate its total or partial validity.

Report by the Operating Agent.

*Subtask 10:* Summarize all the above and prepare final report.

Comments and suggestions to be provided by all Participants. Overall co-ordination by the Operating Agent.

5. *Designation and Specific Responsibilities of the Operating Agent*

*(a)* The National Energy Council of the Ministry of Coordination of the Republic of Greece shall be the Operating Agent for this Task.

*(b)* In addition to the preparation of reports as provided in paragraph 4 above, the Operating Agent shall be responsible for the overall co-ordination of the work among the various Subtasks. The Operating Agent shall also:

(1) Prepare and submit for approval to the Executive Committee not later than two months before the end of each year a detailed programme of work and budget and, in co-operation with the other Participants, shall assign in more detail, the specific responsibilities of each Participant as set out in paragraph 4 above for carrying out parts of the ENSYDECO Subtasks;

(2) Provide, in accordance with the approved Programme of Work and Budget, full project management services for the accomplishment of the work specified in the above Subtasks;

(3) Report the results and the progress of work under the Task to the Executive Committee at least semi-annually;

(4) Prepare and submit to the Participants, for their review and comments, a draft report evaluating the entire research effort undertaken in the above Subtasks and the results thereof;

(5) Prepare a final report on the Task incorporating the comments and suggestions of the Participants and submit it to the Participants within three months of completion of all work under this Task and submit such other reports as the Executive Committee may request; and

(6) Disseminate the results of this Task to the Participants in accordance with the detailed Programme of Work and Budget.

### 6. *Funding*

*(a)* The expenditure incurred in the operation of this Task shall be jointly borne by the Participants in the amounts indicated in sub-paragraph *(b)* below. Such expenditure is not expected to exceed U.S. $420,000 at January, 1979, price levels and exchange rates, and may not exceed such level except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall from time to time adjust the amounts set forth in sub-paragraph *(b)* to take account of changes in price levels and exchange rates so as to ensure that the adjusted contributions represent a realistic assessment of the funds needed for the purpose of this Task. If there are significant changes in price levels or exchange rates, the Executive Committee shall consider whether to adjust the Programme of Work to the committed funds or to increase the Budget.

*(b)* Each Participant shall make its contributions in accordance with the following table:

| Participants | Total Contributions (U.S. $) |
|---|---:|
| Germany | 140,000 |
| Greece | 70,000 |
| Italy | 70,000 |
| United States | 140,000 |
| Total | 420,000 |

*(c)* Of the total contributions listed above the actual amount to be paid by the Participants to the Operating Agent will be as follows:

| | |
|---|---|
| Germany | U.S.$70,000 |
| Italy | U.S.$30,000 |
| United States | U.S.$70,000 |

The difference between these amounts and the total contributions is to be used by the Participant to fund its own research costs for work under the various Subtasks indicated in paragraph (4) above.

*(d)* Contributions by Participating Countries to the Operating Agent in accordance with paragraph 6 *(c)* above will be made as soon as possible after the adoption of this Annex.

*(e)* If additional Contracting Parties to the Implementing Agreement on Energy Conservation in Buildings and Community Systems join in this Task their contributions will be used to increase the Budget and will be determined by the Executive Committee, acting by unanimity.

7. *Time Schedule*

This Annex will enter into force on 15th June, 1979 and will remain in force until 28th February, 1981. It may be extended by agreement of any Participants desiring to continue this Task beyond the expiration date. The extension of this Annex shall be binding only on those Participants notifying the IEA Secretariat of their desire to so continue the Annex. It shall not be binding on those Participants who withdraw from the Annex in accordance with Article 10 *(g)*. This Annex will terminate in any event upon the termination of the Implementing Agreement to which it is annexed.

8. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this *Annex VI* shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the Participants of *Annex VI* (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from *Annex VI* except proprietary information.

*(c)* *Proprietary Information.* The Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations.

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

(g) *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(h) *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

*(i)* *Copyright.* The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

*(j)* *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this Article. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

9. *Results*

The results of this Task shall be:

*(a)* Interim reports on the results of the various Subtasks to be prepared in accordance with paragraph 5 *(b)* (3) above and with the work distribution schedule of paragraph 4 above and the specifics of the Programme of Work and Budget.

*(b)* A final report to be prepared by the Operating Agent in accordance with paragraphs 5 *(b)* (4) and 5 *(b)* (5) above.

10. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

Kernforschungsanlage Jülich GmbH (Germany),

The National Energy Council, Ministry of Coordination (Greece),

The Consiglio Nazionale delle Ricerche (Italy),

The United States Department of Energy*.

---

* See note, p. 3244 [17].

*Annex VII*

## LOCAL GOVERNMENT ENERGY PROJECTS

### 1. *Background and Objectives*

Given that local governments play an important role in guiding community activities and providing for community functions – which in turn determines how energy is provided and used in the community – examination of the relationships of local government to utilities, industry, business, consumers and others is extremely important. The overall objective of this Annex is to investigate local government functions in energy conservation and utilization of local energy resources in communities.

The world-wide recognition of the need to manage and plan for energy conservation and development in a more effective manner has created new demands on local governments. As the level of government closest to the citizenry, local governments have a unique role to play in assisting their citizens to cope with the immediate pressures brought about by higher costs and uncertain supplies. For the longer term, local governments need to develop the planning and management capacity that can guarantee a reliable energy supply future and to adopt policies that correct historical oversights in efficient energy utilization.

In carrying out these new and difficult tasks, several problems need to be addressed. The first is to discover and implement innovative techniques that local governments can use to reduce energy consumption by their citizens, while preserving an acceptable standard of living and amenities. Educational programmes, grants and loans, and other devices are available to local governments to carry out this new role. One important area in which local governments may play a particularly important role is in encouraging energy conservation in buildings where a landlord/tenant relationship exists.

Secondly there is a problem internal to municipal organizations. Local governments need to strengthen their policy-setting and management processes in order to make effective and appropriate decisions. Finally, there is an inadequate relationship between municipal organizations and significant non-municipal actors who play an important role in energy planning and development (e.g., other levels of government, energy suppliers, large-scale energy consumers, community/civic organizations and opinion leaders).

Work in this Annex is addressed to:

*(a)* Finding innovative solutions to these three problems and sharing them among Participating Countries and others;

*(b)* Determining the prospects for achieving local energy management by the activities of local government;

*(c)* To develop the capabilities of local governments to influence the application of techniques or measures to achieve energy conservation and utilization of local resources, while meeting community needs and preferences.

2. *Means*

*(a)* *Approach.* In-depth investigation of local government procedures that may affect energy conservation, management, and efficiency in local communities will be conducted. This examination will be undertaken in comparable communities in the United States, Sweden, Germany, Italy, and other countries, with documentation of both the pre-existing factors that determine energy use and the possibilities for effective adoption of energy-conserving programmes. The investigation would examine a wide range of issues, including the following:

(1) Community energy needs and issues;

(2) factors affecting consumption;

(3) Local government processes for dealing with energy problems;

(4) Local energy supply systems' utilization; and

(5) Local energy programme content and implementation.

*(b)* *Programme Phases.* The research and development effort will be taken in three phases, as follows:

(1) *Phase I:* Define project approach.

A work programme and extensive research design for undertaking the Annex will be established and will represent a joint agreement by: the National Council of Building Research for Sweden; the Department of Energy, Office for Building Energy Research and Development for the United States; the Consiglio Nazionale delle Ricerche for Italy; and the Nuclear Research Centre in Jülich for Germany.

(2) *Phase II:* Individual research by each country.

In order to give the research programme a concrete basis, the programme is divided into four Subtasks. Comparable communities and/or programmes in each Participant's country will be selected for investigation. Each Participant will select at least three communities and/or programmes from its country for each Subtask. Each Participant will document, evaluate, and draw a conclusion for each of the Subtasks.

(3) *Phase III:* Monitoring, evaluation, and comparison between countries.

There will be an evaluation of activities in the comparable communities and research findings between countries. Likewise, the prospects fes transferring the effective measures of programmes to an international or trans-national context will be assessed. Results will be made available at the Executive Committee Meeting.

*(c)* *Workshops.* Each Subtask activity will require a certain number of workshops to carry out the status of ongoing studies and prepare the following phases. Up to four workshops, possibly two per year, will have to be attended by the Participants. The Operating Agent will schedule the workshops, making an effort to minimize the total number of workshops.

3. *Designation and Responsibilities of the Operating Agent*

The United States Department of Energy will serve as the Operating Agent. The Operating Agent will provide for overall management in the execution of the Annex, set up and chair workshops, and report to the Executive Committee.

4. *Designation and Responsibilities of Lead Countries*

Italy will serve as Lead Country for Subtasks A and B, the United States will serve as Lead Country for Subtask C, and Sweden will serve as Lead Country for Subtask D. Each Lead Country will:

*(a)* Provide each Participant with the published and forthcoming IEA Standing Group on Long Term Co-operation (SLT) documents relevant to the Subtask;

*(b)* Prepare and submit to the Participants for approval a format to be used by all Participants in executing the agree-upon work programme; provide guidance to any issues Participating Countries may have in the execution of the work programme;

*(c)* Prepare a draft outline for comparison and analysis of all countries' results and submit to Participating Countries for comments;

*(d)* Prepare and submit to the Participants for approval a format to be used by all Participants to report research results;

*(e)* Prepare a draft analysis of the results of all Participating Countries' research. The report will also discuss the evaluation of their effectiveness;

*(f)* Prepare agenda for all workshops; prepare and submit to Participants for approval the report on the results of the workshop.

5. *Responsibilities of Participants*

Each Participant will:

*(a)* Conduct the research necessary to respond to the agreed-upon work scope and format, taking into account the information already generated by SLT;

*(b)* Co-operate in a joint review of research at workshops and reports;

*(c)* Document the research effort in accordance with the agreed-upon work scope and the format for reporting;

*(d)* Co-operate in a joint review of the summary reports prepared by Lead Countries for each Subtask.

6. *Funding*

Each Participant shall individually bear all costs associated with the activities under this Annex. Participation in this Annex is subject to a minimum overall commitment of 24 man months. The efforts are based on current projects as well as future projects in concerned areas.

7. *Time Schedule*

This Annex will remain in force for a period of two years from the date hereof. It may be extended by agreement of any Participants desiring to continue this project.

8. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection, and ownership of information and intellectual property arising from this Annex to the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation in Buildings and Community Systems (hereinafter called *Annex VII*) shall be determined by the Executive Committee, acting by unanimity, in conformity with the Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex VII* Participants (referred to in the Annex as the "Participants") shall have the right to publish all information provided to or arising from *Annex VII* except proprietary information.

*(c)* *Proprietary Information.* The Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries, and international law to protect proprietary information provided to or arising from *Annex VII.* For the purpose of this Annex, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participants without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information, and of the Operating Agent, to identify arising proprietary information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

*(h)* *Reports on Work Performed Under the Task.* The Operating Agent shall provide to the Participants reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

*(i)* *Copyright.* The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, for the benefit

of the Participants, provided, however, that the Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(j) *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employées according to the laws of its country.

9. *Date of Annex*

This Annex will enter into force on 1st October, 1981.

10. *Participants in this Task.*

The Contracting Parties which are Participants in this Task are the following:

The Consiglio Nazionale delle Ricerche (Italy),

Kernforschungsanlage Jülich GmbH (Germany),

The Swedish Council for Building Research,

The United States Department of Energy*.

## *Annex VIII*

Text to be considered at a later date.

---

* See note, p. 3244 [17].

*Annex IX*

## MINIMUM VENTILATION RATES

1. *Background and Objectives*

*(a)* *Background.* The energy balance in buildings is influenced by interaction with the environment via radiation, heat conduction and convection. Of these three phenomena, convection and, in particular, infiltration, is least understood and most affected by the individual behaviour of the inhabitants.

*(b)* *Objectives.* The objectives of this Task are:

(1) To collect background data needed for the proposal of minimum ventilation standards with regard to type and amount of activity, air quality, comfort, and moisture. Special problems should be taken into account as e.g. combustion appliances inside the living area;

(2) To propose objective criteria for assessing and evaluating ventilation standards, where sufficient knowledge is available;

(3) To prepare a research and development programme to resolve problems inhibiting the establishment of ventilation standards.

2. *Means*

The Participants will undertake a co-ordinated effort, involving the sharing of activities (as discussed in paragraphs 3 and 4 below).

3. *Responsibilities of the Participants*

*(a)* The Federal Republic of Germany, as Operating Agent, will:

(1) Prepare an overall evaluation of the relevant literature based on the summaries prepared by Participants (subparagraph 3 *(b)* (1));

(2) Prepare a detailed research and development programme based on the outlines developed by Participants (subparagraph 3 *(b)* (2)), in co-operation with Participants;

(3) Co-ordinate the efforts of all Participants and ensure the flow of information in this Subtask;

(4) Consult at regular intervals with experts from corresponding professions.

*(b)* Each Participant will:

(1) Review relevant literature, existing and proposed standards, and ongoing research in its country and provide a summary to the Operating Agent;

(2) Outline additionally necessary detailed draft research and development subprogrammes based on the particular interest of each Participant to be used to establish minimum ventilation standards;

(3) Provide the Operating Agent with a report on the progress of its work each six months.

4. *Specific Responsibilities of the Operating Agent*

In addition to the work described in paragraph 7 below, the Operating Agent will:

*(a)* Finalize the detailed workplan with the Participants and submit a draft annual programme of work to the Executive Committee not later than two months before the end of each year;

*(b)* Ensure that duplication of research effort is avoided or minimized;

*(c)* Co-ordinate the exchange of information through publications, reports, meetings and conferences;

*(d)* Report the progress of the work under the Annex to the Executive Committee at least semi-annually; and

*(e)* Submit a final report to the Executive Committee within three months after the completion of all work under this Annex or after the initial 18 months period, whichever comes first, and at such other times as the Executive Committee may request.

5. *Results*

The results of this Task will be:

*(a)* A document identifying objective criteria and other background data needed to establish ventilation standards;

*(b)* A final report integrating the results of this Task and containing recommendations for such additional research activities as may be appropriate.

6. Funding

Each Participant shall individually bear the costs incurred by it in carrying out its responsibilities under this Task. The minimum overall commitment for participation in this Task is:

- 12 man-months for the Operating Agent;
- 6 man-months for each Participant.

7. *Time Schedule*

This Annex will remain in force for a period of 18 months starting from 1st January, 1981. It may be extended by agreement of any Participants desiring to continue the project. This Annex will terminate in any event upon the termination of the Implementing Agreement to which it is annexed.

8. *Operating Agent*

The Federal Republic of Germany.

9. *Information and Intellectual Property*

*(a)* *Executive Committee's Powers.* The publication, distribution, handling, protection, and ownership of information and intellectual property arising from this *Annex IX* shall be determined by the Executive Committee, acting by unanimity, in conformity with the Agreement.

*(b)* *Right to Publish.* Subject only to copyright restrictions, the *Annex IX* Participants (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from *Annex IX* except proprietary information.

*(c)* *Proprietary Information.* The Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and internatiuonal law to protect proprietary information provided to or arising from *Annex IX*. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information, and for the Operating Agent for arising proprietary information, to identify the information as such and to ensure that it is appropriately marked.

*(d)* *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

*(e)* *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, whch is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

*(f)* *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

*(g)* *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

*(h)* *Reports on Work Performed under the Task.* The Operating Agent shall provide to each Participant reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information.

*(i)* *Copyright.* The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, for the benefit

of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(j) *Authors.* Each Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards of compensation required to be paid to its employees according to the laws of its country.

10. *Date of Annex*

This Annex will enter into force on 1st January, 1981.

11. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The National Research Council of Canada,

The Ministry of Trade and Industry (Denmark)*,

Kernforschungsanlage Jülich GmbH (Germany),

The Consiglio Nazionale delle Ricerche (Italy),

The Swedish Council for Building Research,

The Office Fédéral de la Science et de la Recherche du Département Fédéral de l'Intérieur (Switzerland)**.

---

* See note, p. 3242 [15].
** See note, p. 3243 [16].

The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 22nd February, 1983

THE LEGAL ADVISOR:

Richard F. Scott

RICHARD F. SCOTT

# KENYA

## Agricultural Commodities

*Agreement signed at Nairobi October 29, 1982;*
*Entered into force October 29, 1982.*
*With minutes of negotiations.*

## AGREEMENT BETWEEN
## THE GOVERNMENT OF THE UNITED STATES OF AMERICA
## AND
## THE GOVERNMENT OF KENYA
## FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Kenya agree to the sale of agricultural commodities specified below. This PL480 Title I[1] Agreement shall consist of the preamble and Parts I and III of the agreement signed December 31, 1980,[2] together with the following:

PART II. - PARTICULAR PROVISIONS

ITEM I - COMMODITY TABLE

| COMMODITY | SUPPLY PERIOD (U.S. FISCAL YEAR) | APPROXIMATE QUANTITY (METRIC TONS) | MAXIMUM EXPORT MARKET VALUE (DOL MILLIONS) |
|---|---|---|---|
| Rice | 1983 | 15,000 | 4.1 |
| Wheat | 1983 | 71,000 | 10.9 |
| | | TOTAL | 15.0 |

ITEM II - PAYMENT TERMS

Convertible Local Currency Credit

A. Initial payment - five (5) percent;

B. Currency use payment amount - ten (10) percent for Section 104 (A) purposes;

C. Number of installment payments - thirty one (31);

D. Amount of each installment payment - approximately equal annual amounts;

E. Due date of first installment payment - ten (10) years after date of last delivery of commodities in each calendar year;

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

[2] TIAS 9969; 32 UST 4555.

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

ITEM III - USUAL MARKETING TABLE

| COMMODITY | IMPORT PERIOD (U.S. FISCAL YEAR) | USUAL MARKETING REQUIREMENT (METRIC TONS) |
|---|---|---|
| Rice | 1983 | 1,700 |
| Wheat/Wheat flour | 1983 | 32,000 |

ITEM IV - EXPORT LIMITATIONS

A. The export limitation period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which limitations apply:

For the purposes of PART I, ARTICLE III (A) (4) of this agreement, the commodities which may not be exported: for rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour--wheat, wheat flour rolled wheat, semolina, farina, bulgur, or the same products under different names.

ITEM V - SELF-HELP MEASURES

A. The Government of Kenya agrees to undertake self help measures to improve the production, storage, and distribution of agricultural commodities. In addition to supporting programs that will contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture as set forth in Item IV, the following self help measures shall be implemented.

B. The Government of Kenya agrees to undertake the following measures and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Establish a special account with Cereals and Sugar Finance Corporation for the deposit of the Kenya Shilling proceeds from the sale of commodities provided by the exporting country.
2. Implement the major recommendations of the Financial Study of the National Cereals and Produce Board to improve the operational efficiency and financial management of the Board.
3. Continue its program to write off the debt to Government of the National Cereals and Produce Board which was accumulated through June 1981. In addition to the sum of Kenya Pounds 15.75 million written off in July 1981 a further Kenya Pounds 7 million will be written off in Kenya fiscal year 1982/83.
4. Prepare and adopt policies and plans for the establishment of a grain security program.
5. As control over smuggling in border districts improves, introduce freer movement of grain within districts and among non-border districts.

ITEM VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO THE IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the Kenya Government from the sale of commodities financed under this agreement will be used to finance development in the agriculture and rural development sector.

B. Deposited proceeds will be disbursed from the Special Account to support such development programs in the Kenya fiscal years 1983/84 and 1984/85. Specific identification of the programs to be supported will be agreed by an exchange of memoranda between the Kenya Government and USAID. Selected programs in poor rural areas will enable poor smallholders to increase their agricultural production.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Nairobi the twenty-ninth day of October, 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Allison B. Herrick

Allison B. Herrick
Director
USAID/Kenya

FOR THE GOVERNMENT
REPUBLIC OF KENYA

Harris Mule
Permanent Secretary
Ministry of Finance

## MINUTES OF NEGOTIATIONS ON A U.S. PUBLIC LAW PL480
## TITLE I PROGRAM FOR U.S. FISCAL YEAR 1983

I. The Government of Kenya representatives have reviewed the Minutes of the Negotiations held in June 1982 and reafirm their understanding of the points noted therein.

II Special note is taken of the need to prepare a report on progress in implementing the Self Help measures by November 15, 1982.

III. The Government of Kenya and the Government of the United States will continue to consult on progress made in improving food production and distribution.

29/10/1982. 29 Oct 82

# SPAIN

## Postal: Express Mail Service

*Agreement, with detailed regulations, signed at Madrid October 18, 1982;*
*Entered into force April 1, 1983.*

# INTERNATIONAL EXPRESS
# MAIL AGREEMENT
# BETWEEN
# THE UNITED STATES POSTAL SERVICE
# AND
# THE DIRECTORATE GENERAL OF POSTS
# AND
# TELECOMMUNICATIONS OF SPAIN

## Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

## Article 1 Purpose of the Agreement .

This Agreement shall govern the exchange of International Express Mail between the United States of America and Spain, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

## Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

---

[1] TIAS 9972; 32 UST 4587.

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

---

[1] Apr. 1, 1983.

Done in duplicate in the English and Spanish languages, both versions being equally authentic, and signed at Madrid on the 18th day of October 1982.

FOR THE UNITED STATES POSTAL SERVICE:

W F Bolger [1]

Postmaster General

FOR THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF SPAIN:

[2]

Director General

---

[1] W. F. Bolger.

[2] Ramon Soler.

# DETAILED REGULATIONS OF THE INTERNATIONAL
# EXPRESS MAIL AGREEMENT
# BETWEEN
# THE UNITED STATES POSTAL SERVICE
# AND
# THE DIRECTORATE GENERAL OF POSTS
# AND
# TELECOMMUNICATIONS OF SPAIN

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Directorate General of Posts and Telecommunications of Spain.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or Universal Postal Union Form C1 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

DIRECCION GENERAL
DE CORREOS Y TELECOMUNICACION

# ACUERDO SOBRE

# POSTAL EXPRES INTERNACIONAL

# ENTRE

# LA ADMINISTRACION POSTAL DE ESPAÑA

# Y

# EL SERVICIO POSTAL DE ESTADOS UNIDOS

- - - - - - - - - - - - - - -

TIAS 10555

Preámbulo

Los infrascritos, en virtud de la autoridad de que han sido investidos han concluido el siguiente Acuerdo.

Artículo 1- Propósito del Acuerdo.

Este Acuerdo regirá el intercambio de Postal Exprés Internacional entre España y los Estados Unidos de América, incluídas aquellas áreas en las que las Administraciones postales de estos países presten el servicio de Postal Exprés Internacional.

Artículo 2- Definiciones.

Los términos indicados a continuación tendrán el significado siguiente :

1. Administración - Fórmula abreviada para denominar a una de las Administraciones postales firmantes del presente Acuerdo.

2. Artículos y secciones - Artículos y secciones del presente Acuerdo, excepto cuando el contexto indique un artículo que es o puede ser incluído en un envío.

3. Convenio - El Convenio Postal Universal adoptado periódicamente por el Congreso de la Unión Postal Universal.

4. Reglamento de Ejecución del Convenio - El Reglamento de Ejecución del Convenio Postal Universal establecido periódicamente por el Congreso de la UPU.

5. Postal Exprés Internacional - El servicio establecido por el presente Acuerdo.

6. Servicio programado - Opción del servicio Postal Exprés Internacional que permite al remitente llegar a un acuerdo contractual para expedir envíos postales por medio de un programa preestablecido a destinatarios determinados.

7. Servicio no programado o esporádico - Opción del servicio de Postal Exprés Internacional que permite al remitente imponer un envío sin base contractual y sin el requerimiento de un programa establecido o la previa designación del destinatario.

Artículo 3- Servicio Programado.

1. Cada Administración ofrecerá el Servicio Programado en base a un contrato con los usuarios que acepten utilizar tal servicio según un programa preestablecido para efectuar envíos a destinatarios predesignados.

2. Cada Administración proveerá a la otra un cuadro de las horas aproximadas de entrega para cada ciudad o localidad en la cual se preste el servicio programado, basada en los horarios de vuelos internacionales usados para el transporte de envíos programados.

3. Por cada contrato de Servicio Programado, la Administración de origen proveerá a la de destino la siguiente información, como mínimo diez días antes de comenzar el servicio objeto de tal contrato :

(I) Número de identificación del contrato del cliente. Tal número deberá ser consignado en cada envío remitido.

(II) Nombres y direcciones del remitente y del destinatario designado.

(III) Días de la semana establecidos por el cliente como días de despacho programados.

(IV) Hora y día de entrega solicitados.

(V) Línea aérea y número de vuelo a ser utilizados.

### Artículo 4- Servicio no programado o esporádico.

1. Cada Administración puede ofrecer un servicio no programado o esporádico que será puesto a disposición de los usuarios en base a un sistema no programado.

2. Cada Administración facilitará a la otra una lista de ciudades y otras localidades en las que se preste el Servicio no programado.

3. Cada Administración proveerá a la otra de un cuadro de las horas aproximadas de entrega en cada ciudad o localidad en que preste el Servicio no programado, basado en los horarios de los vuelos internacionales utilizados para transportar estos envíos.

4. Cada Administración informará a la otra de todas las marcas de identificación o números que use para cada envío no programado.

5. La Administración de origen no deberá dar cuenta por anticipado a la Administración de destino del envío de un objeto no programado.

### Artículo 5- Tarifas a percibir del remitente.

Cada Administración fijará las tarifas a cobrar a los remitentes de su país por la utilización del servicio.

Artículo 6- Tasas y derechos a cobrar al destinatario.

Cada Administración será autorizada a cobrar al destinatario los aranceles aduaneros y, si existen, otros derechos no postales, aplicables a cada envío que entregue, así como una tasa por el cobro de tales derechos.

Artículo 7- Condiciones de admisión.

Siempre que el contenido no esté incurso en las prohibiciones mencionadas en el Artículo 8, cada envío a expedir por el Servicio de Postal Exprés Internacional deberá cumplir las siguientes condiciones:

a) Estar embalado de forma adecuada a la naturaleza del contenido y a las condiciones de transporte.

b) Llevar los nombres y direcciones del remitente y destinatario; y

c) Cumplir las condiciones de peso y dimensiones fijadas en el artículo 9.

Artículo 8- Prohibiciones.

1. Las disposiciones del Convenio que regulan las prohibiciones serán aplicables a los artículos que se incluyan en envíos del Postal Exprés Internacional.

2. Cada Administración comunicará a la otra la información necesaria referente a Aduanas u otras reglamentaciones, así como las prohibiciones o restricciones que regulen la entrada de los envíos postales en su servicio.

Artículo 9- Límites de peso y dimensiones.

Un envío de Postal Expres Internacional :

a) No deberá exceder de 900 mm. en ninguna de sus dimensiones, ni de 2 metros la suma de la longitud y el mayor contorno medido en sentido distinto de la longitud.

b) No excederá de 20 kg. de peso

Artículo 10- Tratamiento de envíos aceptados erróneamente.

1. Cuando un envío que contenga un artículo prohibido según el Artículo 8 sea erróneamente aceptado, tal artículo será tratado según la legislación del país cuya Administración haya observado su existencia.

2. Cuando el peso o dimensiones de un artículo exceden de

los límites establecidos en el artículo 9, será devuelto a la Administración de origen si la reglamentación de la de destino no permite su entrega.

3. Cuando un envío admitido erróneamente no haya sido ni entregado al destinatario ni devuelto a origen, la Administración de origen deberá ser informada de cuál ha sido el trato dado al envío y de las restricciones o prohibiciones que determinaron tal tratamiento.

Artículo 11- Reglas generales de entrega y despacho de Aduanas.

1. Cada Administración deberá, de acuerdo con sus reglamentos para el tipo de servicio utilizado, realizar todos los esfuerzos posibles para efectuar la entrega de cada envío de Postal Exprés Internacional, por los medios más rápidos a su disposición.

2. Cada Administración deberá desarrollar todos los esfuerzos posibles para acelerar el despacho de Aduanas de los envíos de Postal Exprés Internacional.

Artículo 12- Envíos no entregados.

1. Después de que todos los esfuerzos razonables para efectuar la entrega de un envío se hayan revelado infructuosos, dicho envío deberá ser mantenido a disposición del destinatario durante el período de conservación previsto por los reglamentos de la Administración de destino.

2. Un envío rehusado por el destinatario deberá ser devuelto inmediatamente a la Administración de origen.

3. Todos los envíos no entregados serán devueltos a la Administración de origen por medio del servicio de Postal Exprés Internacional.

4. Ninguna Administración cargará a la otra cantidad alguna por la devolución de envíos no entregados.

Artículo 13- Envíos mal encaminados y a reexpedir.

1. Todos los envíos mal encaminados deberán ser reexpedidos a su verdadero destino por la vía más directa empleada por la Administración que los ha recibido.

2. Ninguna Administración cargará a la otra cantidad alguna por la reexpedición de envíos mal encaminados.

Artículo 14- Reclamaciones.

1. Cada Administración responderá en el plazo de tiempo más breve posible, sin exceder de un mes, las reclamaciones relativas a cualquier envío de Postal Exprés Internacional impuesto por la otra Administración.

2. Las reclamaciones se aceptarán únicamente dentro de un período de cuatro meses a partir de la fecha siguiente a la imposición del envío.

3. Este Artículo no autoriza peticiones rutinarias de confirmación de entrega.

Artículo 15- Asignación de Gastos terminales por desequilibrio de tráfico.

1. Al final de cada año natural, la Administración que haya recibido mayor cantidad de envíos de Postal Exprés Internacional que los que ella haya expedido durante dicho año, tendrá derecho a reclamar a la otra Administración, como compensación, una tasa por cada envío adicional recibido que corresponderá a los costes de manipulación y entrega.

2. Cada Administración establecerá una tasa por envío que se corresponderá con el coste del servicio.

3. Las modificaciones de la tasa por desequilibrio de tráfico se podrán efectuar de la manera siguiente :

a) Cada Administración puede aumentar su tasa de desequilibrio de tráfico cuando tal aumento sea necesario debido al incremento en los costes de los servicios.

b) Para que sea aplicable cualquier modificación de dicha tasa deberá :

(I) Ser comunicada a la otra Administración con, al menos, tres meses de antelación.

II) Permanecer en vigor, al menos, durante un año.

Artículo 16- Gastos de transporte aéreo interno.

Toda Administración que utilice el servicio aéreo para el encaminamiento de envíos dentro de su país, tendrá derecho al reembolso de los gastos de transporte aéreo interno, según las tarifas establecidas en las disposiciones del Convenio que rigen los gastos de transporte aéreo interno.

Artículo 17- Reencaminamiento.

1. Cada Administración ofrecerá el servicio de reencaminamiento aéreo hacia o desde cualquier país con el cual intercambie envíos del Servicio Postal Exprés Internacional, de los envíos dirigidos a u originados en la otra Administración y establecerá los horarios aproximados de reexpedición aérea.

2. Por cada envío expedido según este artículo la Administración que brinde el servicio de reencaminamiento aéreo queda autorizada a percibir de la otra Administración las tasas de reencaminamiento aéreo que establece el Convenio.

Artículo 18- No percepción de tarifas, tasas o derechos adicionales.

Las Administraciones pueden cobrar exclusivamente las tarifas, tasas y derechos establecidos en este Acuerdo.

Artículo 19-Responsabilidad de las Administraciones.

Cada Administración deberá establecer su propia política respecto a la responsabilidad en casos de pérdida, daño, robo o retraso en la entrega de los envíos de Postal Exprés Internacional. Las Administración de origen será responsable de las indemnizaciones, si procediere, a los remitentes, sin poder recurrir a la otra Administración.

Artículo 20- Aplicación del Convenio.

El Convenio o su Reglamento de Ejecución será aplicable cuando sea apropiado, por analogía, en todos los casos no contemplados expresamente en este Acuerdo o su Reglamento de Ejecución.

Artículo 21-Reglamento de Ejecución

Los detalles de aplicación de este Acuerdo estarán regidos por el Reglamento de Ejecución.

Artículo 22- Arbitrajes.

Cualquier disputa que surja entre las Administraciones respecto a la interpretación o aplicación de este Acuerdo, y que no pueda ser resuelta a mútua satisfacción, deberá ser zanjada por arbitraje, siguiendo los procedimientos de la Unión Postal Universal en el momento en que la disputa sea sometida por una de las Administraciones a tal procedimiento. Los árbitros serán escogidos entre las Administraciones que presten un servicio análogo al de Postal Exprés Internacional.

### Artículo 23- Modificaciones o enmiendas; reglas y reglamentos adicionales.

1. Este Acuerdo o su Reglamento de Ejecución puede ser alterado o enmendado por mútuo consentimiento mediante correspondencia entre los titulares de cada Administración que hayan sido autorizados a efectuar tales alteraciones o enmiendas.

2. Cada Administración está autorizada a adoptar reglas de aplicación y reglamentos para su servicio interior que no estén en contradicción con este Acuerdo o su Reglamento de Ejecución.

### Artículo 24- Entrada en vigor y duración.

1. Este Acuerdo entrará en vigor en la fecha mútuamente aceptada por ambas Administraciones, después que haya sido firmado por los representantes autorizados de las mismas.

2. Este Acuerdo prescribirá doce meses después de que cualquier Administración haya notificado por escrito a la otra su intención de darlo por terminado.

Hecho en duplicado en lengua española e inglesa, con igual valor en ambas versiones, y firmado en Madrid a dieciocho de octubre de 1982.

POR LA ADMINISTRACION POSTAL DE ESPAÑA

DIRECTOR GENERAL DE CORREOS Y TELECOMUNICACION

POR EL SERVICIO POSTAL DE LOS ESTADOS UNIDOS

W F Bolger

POSTMASTER GENERAL

DIRECCION GENERAL
DE CORREOS Y TELECOMUNICACION

# REGLAMENTO DE EJECUCIÒN DEL ACUERDO DE POSTAL EXPRES INTERNACIONAL

ENTRE

LA ADMINISTRACION POSTAL DE ESPAÑA

Y

EL SERVICIO POSTAL DE LOS ESTADOS UNIDOS

### Preámbulo

Los infrascritos, en virtud de la autoridad de que han sido investidos, han establecido el siguiente Reglamento de Ejecución para la aplicación del Acuerdo de Postal Exprés Internacional entre la Administración postal de España y el Servicio postal de los Estados Unidos.

### Artículo 101- Información que deben suministrar las Administraciones.

1. Cada Administración deberá notificar a la otra Administración :

a) La información necesaria respecto a la Aduana y otras regulaciones, así como las prohibiciones o restricciones que rijan la entrada de envíos de Postal Exprés Internacional.

b) Las disposiciones de sus leyes o reglamentos que se puedan aplicar al transporte de envíos de Postal Exprés Internacional.

c) Las tarifas y derechos establecidos conforme al Acuerdo; y

d) Los formularios, etiquetas y otros documentos precisos para el servicio.

2. Cualquier cambio en la información reseñada en la Sección 1 será comunicada inmediatamente, por escrito, a la otra Administración.

### Artículo 102 - Direcciones del remitente y del destinatario.

Para ser admitido, todo envío de Postal Exprés Internacional debe llevar, en caracteres latinos y cifras árabes, sobre el propio envío o en una etiqueta firmemente unida a éste, los nombres y direcciones completos del remitente y del destinatario.

### Artículo 103- Envíos que contengan mercancías.

1. Todo envío que contenga mercancías deberá ser acompañado de una etiqueta C 1 que será adherida al envío, o de una declaración de Aduanas modelo C 2/CP3, según los respectivos modelos de la UPU o similares. La declaración de Aduanas deberá hallarse firmemente sujeta a cada envío.

2. El contenido de cada envío deberá reseñarse en detalle en la declaración de Aduanas.

3. A pesar de que las Administraciones no asuman la responsabilidad de la exactitud de las declaraciones de Aduanas, informarán a los remitentes de la forma correcta de cumplimentar las mismas.

4. El valor total de todos los envíos que un solo remitente puede hacer a una misma persona residente en los Estados Unidos en un mismo día, no podrá exceder de 250 dólares.

### Artículo 104- Condiciones de embalaje

1. Todo envío deberá ser embalado y cerrado de una manera que sea consecuente con el peso, la forma y la naturaleza del contenido, así como con el modo y duración del transporte.

2. Todo envío deberá ser embalado y cerrado de forma que no entrañe ningún peligro para los empleados que deban manejarlo o que pueda manchar o dañar a otros envíos o al equipamiento postal.

3. Todo envío deberá conservar, en su embalaje o envoltura suficiente espacio para las instrucciones de servicio y para fijar etiquetas.

4. Todo envío que requiera embalaje especial deberá ser acondicionado a este respecto de acuerdo con las disposiciones relativas al Reglamento de Ejecución del Convenio.

### Artículo 105- Acondicionamiento general de los despachos

1. Los despachos del Postal Exprés Internacional deberán efectuarse en sacas cerradas y estar acompañados de la factura de entrega de correo aéreo, así como de los formularios requeridos por este Reglamento de Ejecución.

2. Los envíos de cada despacho serán incluídos en sacas de color azul y naranja del servicio de Postal Exprés Internacional.

3. Los envíos que contengan mercancías u otros artículos susceptibles de pago de derechos de aduanas, deberán incluírse en sacas separadas de aquellos envíos que no lo sean, siendo despachados separadamente y anotados en formularios distintos.

4. Cada saca deberá llevar una etiqueta con las franjas azul y naranja adoptadas como símbolo de identificación del Postal Exprés Internacional. Cada etiqueta deberá indicar claramente:

a) Oficina de Cambio de destino; y

b) Si la saca contiene mercancías u otros envíos susceptibles de pagos de derechos de Aduanas.

Artículo 106- Manifiestos

1. Cada despacho será acompañado de un manifiesto de Postal Exprés Internacional en un formulario admitido por cada Administración.

2. Cada envío cursado por medio del Servicio Programado será anotado individualmente en el manifiesto. Si no se cursan envíos de un contrato de Servicio Programado, el número de contrato y el hecho de que no hay envíos se hará constar en el manifiesto.

3. El número total de envíos del Servicio no programado en un despacho, será anotado globalmente como una sola entrada en el manifiesto.

4. El manifiesto deberá indicar claramente que el despacho contiene envíos del Postal Exprés Internacional.

Artículo 107- Facturas de entrega de correo aéreo

1. Una factura de entrega, en un formulario AV 7 de la -- Unión Postal Universal, acompañará a cada despacho.

2. La factura de entrega de correo aéreo deberá marcarse de forma que indique claramente que el despacho contiene envíos de Postal Exprés Internacional.

2. El número total de envíos de cada despacho debe ser anotado en la columna de observaciones de la factura de entrega de -- correo aéreo.

Artículo 108- Oficinas de Cambio

1. El cambio de despachos de Postal Exprés Internacional será llevado a cabo por las Oficinas de Cambio designadas por cada Administración.

2. Cada Administración, por su parte, designará las Oficinas de Cambio que llevarán a cabo el servicio de Postal Exprés Internacional e informará a la otra Administración de la ubicación de cada una de ellas.

3. Cada Administración dará cuenta por anticipado a la otra de los cambios de denominación o nuevas designaciones de sus Oficinas de Cambio.

### Artículo 109- Verificación de los despachos y su contenido

1. En el momento de la recepción de un despacho de Postal Exprés Internacional, la Administración de destino comprobará si está de acuerdo con las anotaciones de la factura de entrega de correo aéreo.

2. El contenido de cada despacho debe ser comprobado lo antes posible en una oficina designada por la Administración de destino, a fin de constatar su conformidad con el manifiesto y con la factura de entrega de correo aéreo.

### Artículo 110- Notificación de irregularidades

1. Cualquier evidencia de pérdida o deterioro de sacas o envíos debe ser notificada a la Administración de origen por télex y confirmado por escrito mediante el Boletín de verificación C 14 de la UPU.

2. Cualquier otra acción tomada como consecuencia de cualquier irregularidad será determinada por los reglamentos de la Administración de destino.

### Artículo 111- Reexpedición de envíos recibidos erróneamente

La Administración reexpedidora notificará a la Administración de origen, por télex o teléfono, los detalles relativos a la llegada y reexpedición de cada envío o saca que llegue erróneamente.

### Artículo 112- Devolución de envíos a origen

Toda Administración que devuelva un envío por una razón cualquiera, deberá indicar la causa de no haberlo entregado, ya sea escribiéndolo a mano o por medio de una estampación o etiqueta en el propio envío y en el manifiesto que lo acompaña.

### Artículo 113- Establecimiento y liquidación de cuentas

1. El procedimiento para el establecimiento y liquidación de cuentas por transporte aéreo interno, se regirán por la previsiones referentes al correo aéreo en el Reglamento de Ejecución del Convenio.

2. Los procedimientos de establecimiento y liquidación de cuentas por asignación de gastos terminales por desequilibrio de tráfico, serán como sigue :

a) La liquidación tendrá lugar al final de cada año natural.

b) Cada Administración preparará trimestralmente una relación de envíos recibidos en un formulario aceptado mútuamente que indique el número de envíos en cada despacho y basado en las facturas de entrega de correo aéreo. Estos formularios serán enviados a la Administración de origen en los dos meses siguientes al final del trimestre.

c) Después de verificar la relación de envíos recibidos, la Administración de origen dará cuenta de su aceptación a la de destino por correspondencia. Si la verificación revela alguna discrepancia se deberá devolver a la Administración de destino una relación debidamente enmendada y aceptada. Si la Administración de destino no está de acuerdo con las enmiendas, deberá confirmar los datos reales enviando fotocopias de las respectivas facturas de entrega y boletines de verificación C 14 a la Administración de origen. Si la Administración de destino no ha recibido notificación de enmiendas dentro de los dos meses siguientes a la remisión de la relación trimestral de envíos recibidos, la cuenta deberá considerarse como totalmente aceptada.

d) Después de que cada Administración haya aceptado la relación de envíos recibidos presentada por la otra, la Administración acreedora preparará anualmente una cuenta detallada y un estado de su crédito en un formulario aceptado mútuamente que indique el número de envíos recibidos y expedidos, la diferencia, la tasa de diferencia por envío y el importe total debido.

e) Las cuentas deben ser cerradas dentro de un plazo de seis meses a partir del último día del periodo de liquidación.

### Artículo 114- Definiciones

Las definiciones enunciadas en el Artículo 2 del Acuerdo serán aplicables a este Reglamento de Ejecución.

### Artículo 115- Plazo de conservación de documentos

1. Los documentos de servicio deberán conservarse durante un período mínimo de tres años a partir del día siguiente a la fecha a que se refieran.

2. Un documento afectado por un litigio o una reclamación se conservará hasta que el asunto haya sido solucionado. Si la Administración reclamante, debidamente informada del resultado de la encuesta, deja pasar seis meses desde la fecha de comunicación, sin formular ninguna objeción, el asunto se considerará acabado.

Artículo 116- Entrada en vigor y duración

1. Este reglamento de Ejecución entrará en vigor la misma fecha que el Acuerdo de Postal Exprés Internacional al que se refiere.

2. Este Reglamento de Ejecución tendrá la misma duración que el Acuerdo del Postal Exprés Internacional al cual hace referencia.

# MULTILATERAL

## Peacekeeping: Multinational Force and Observers—United States Role

*Agreement effected by exchanges of letters*
*Signed at Washington August 3, 1981;*
*Entered into force August 3, 1981.*

## *The Secretary of State to the Egyptian Deputy Prime Minister and Minister of Foreign Affairs*

THE SECRETARY OF STATE
WASHINGTON

August 3, 1981

Dear Mr. Minister:

I wish to confirm the understandings concerning the United States' role reached in your negotiations on the establishment and maintenance of the Multinational Force and Observers:

1. The post of the Director-General will be held by U.S. nationals suggested by the United States.

2. Egypt and Israel will accept proposals made by the United States concerning the appointment of the Director-General, the appointment of the Commander, and the financial issues related to paragraphs 24-26 of the Annex to the Protocol,[1] if no agreement is reached on any of these issues between the Parties. The United States will participate in deliberations concerning financial matters. In the event of differences of view between the parties over the composition of the MFO, the two sides will invite the U.S. to join them in resolving any issues.

3. Subject to Congressional authorization and appropriations:

A. The United States will contribute an infantry battalion and a logistics support unit from its armed forces and will provide a group of civilian observers to the MFO.

B. The United States will contribute one-third of the annual operating expenses of the MFO. The United States will be reimbursed by the MFO for the costs incurred in the change of station of U.S. Armed Forces provided to the MFO and for the costs incurred in providing civilian observers to the MFO. For the initial period

The Honorable
Kamal Hasan 'Ali,
Deputy Prime Minister; Minister of
Foreign Affairs,
The Arab Republic of Egypt.

---

[1] TIAS 10557; Post, 3349

(July 1, 1981 - September 30, 1982) during which there will be exceptional costs connected with the establishment of the MFO, the United States agrees to provide three-fifths of the costs, subject to the same understanding concerning reimbursement.

C. The United States will use its best efforts to find acceptable replacements for contingents that withdraw from the MFO.

D. The United States remains prepared to take those steps necessary to ensure the maintenance of an acceptable MFO.

I wish to inform you that I sent today to the Minister of Foreign Affairs of Israel an identical letter, and I propose that my letters and the replies thereto constitute an agreement among the three States.

Sincerely,

Alexander M. Haig, Jr.

## *The Egyptian Ambassador to the Secretary of State*

EMBASSY OF THE
ARAB REPUBLIC OF
EGYPT
2310 DECATUR PLACE, N.W.
WASHINGTON, D.C. 20008

August 3, 1981

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D. C. 20520

Dear Mr. Secretary:

I am instructed on behalf of Foreign Minister Ali to transmit the following letter:

Sincerely,

Ashraf Ghorbal

Ashraf A. Ghorbal
Ambassador

Dear Mr. Secretary:

Egypt agrees to the contents of your letter dated August 3, 1981, and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,

Kamal Hassan Ali

Kamal Hassan Ali
Deputy Prime Minister
Minister of Foreign Affairs

*The Secretary of State to the Israeli Foreign Minister*

THE SECRETARY OF STATE
WASHINGTON

August 3, 1981

Dear Mr. Minister:

I wish to confirm the understandings concerning the United States' role reached in your negotiations on the establishment and maintenance of the Multinational Force and Observers:

1. The post of the Director-General will be held by U.S. nationals suggested by the United States.

2. Egypt and Israel will accept proposals made by the United States concerning the appointment of the Director-General, the appointment of the Commander, and the financial issues related to paragraphs 24-26 of the Annex to the Protocol, if no agreement is reached on any of these issues between the Parties. The United States will participate in deliberations concerning financial matters. In the event of differences of view between the parties over the composition of the MFO, the two sides will invite the U.S. to join them in resolving any issues.

3. Subject to Congressional authorization and appropriations:

A. The United States will contribute an infantry battalion and a logistics support unit from its armed forces and will provide a group of civilian observers to the MFO.

B. The United States will contribute one-third of the annual operating expenses of the MFO. The United States will be reimbursed by the MFO for the costs incurred in the change of station of U.S. Armed Forces provided to the MFO and for the costs incurred in providing civilian observers to the MFO. For the initial period

The Honorable
Yitzhak Shamir,
Foreign Minister,
Israel.

(July 1, 1981 - September 30, 1982) during which there will be exceptional costs connected with the establishment of the MFO, the United States agrees to provide three-fifths of the costs. subject to the same understanding concerning reimbursement.

C. The United States will use its best efforts to find acceptable replacements for contingents that withdraw from the MFO.

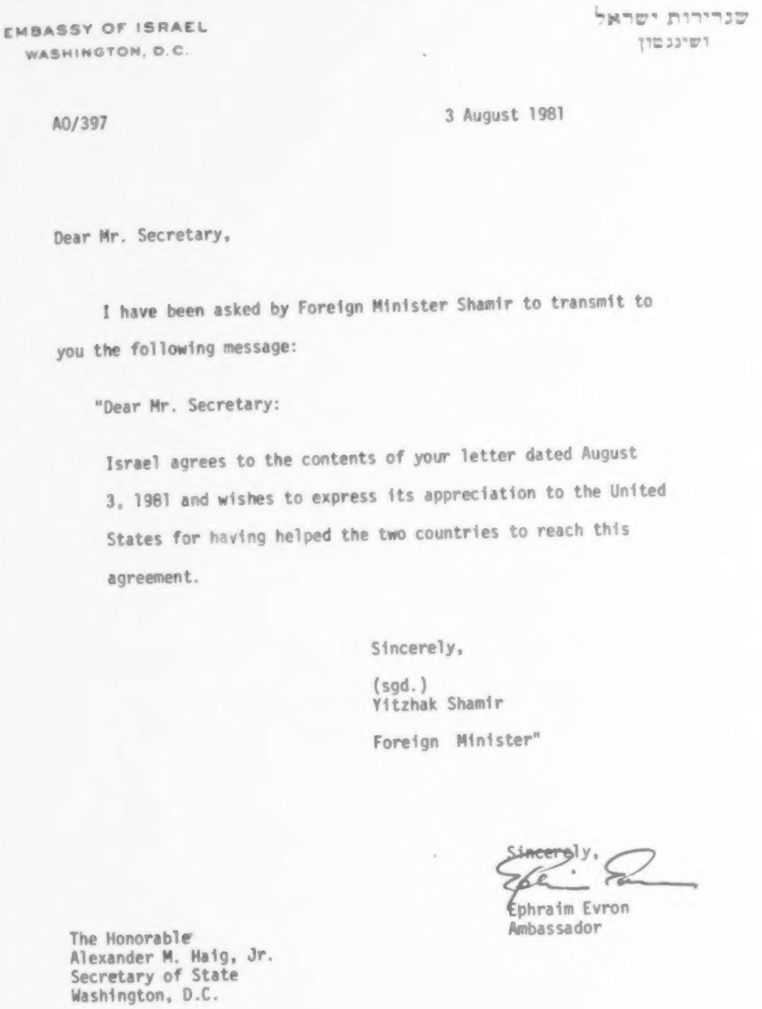
D. The United States remains prepared to take those steps necessary to ensure the maintenance of an acceptable MFO.

I wish to inform you that I sent today to the Minister of Foreign Affairs of Egypt an identical letter, and I propose that my letters and the replies thereto constitute an agreement among the three States.

Sincerely,

Alexander M. Haig, Jr.

### *The Israeli Ambassador to the Secretary of State*



EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
ושינגטון

AO/397

3 August 1981

Dear Mr. Secretary,

I have been asked by Foreign Minister Shamir to transmit to you the following message:

"Dear Mr. Secretary:

Israel agrees to the contents of your letter dated August 3, 1981 and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,

(sgd.)
Yitzhak Shamir

Foreign Minister"

Sincerely,

Ephraim Evron
Ambassador

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

# MULTINATIONAL FORCE AND OBSERVERS

## Peacekeeping: Multinational Forces and Observation—United States Participation

*Agreement effected by exchange of letters,*
*With related letters,*
*Signed at Washington March 26, 1982;*
*Entered into force March 26, 1982.*

77-974 0 - 88 - 32

## CONTENTS

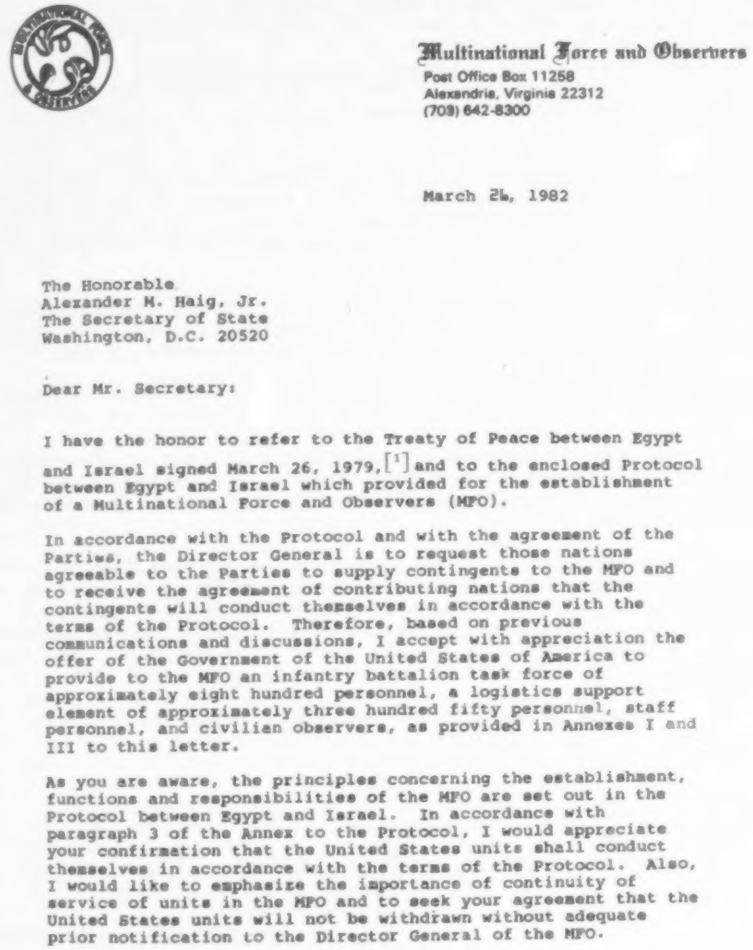
[ADDED BY THE DEPARTMENT OF STATE]

PAGE

Letter of March 26, 1982 from the Director General of the Multinational Force and Observers to the Secretary of State ..... 3351
  Annex I ..... 3353
  Annex II, with agreed minute ..... 3355
  Annex III ..... 3359
  Enclosures:
    (1) Protocol to the Treaty of Peace between Egypt and Israel of March 26, 1979, with annex and appendix ..... 3360
    (2) Aide Memoire ..... 3385

Letter of March 26, 1982 from the Secretary of State to the Director General of the Multinational Force and Observers ..... 3392
Related letters of March 26, 1982 ..... 3393

## *The Director General of the Multinational Force and Observers to the Secretary of State*



Multinational Force and Observers
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D.C. 20520

Dear Mr. Secretary:

I have the honor to refer to the Treaty of Peace between Egypt and Israel signed March 26, 1979,[1] and to the enclosed Protocol between Egypt and Israel which provided for the establishment of a Multinational Force and Observers (MFO).

In accordance with the Protocol and with the agreement of the Parties, the Director General is to request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of the Protocol. Therefore, based on previous communications and discussions, I accept with appreciation the offer of the Government of the United States of America to provide to the MFO an infantry battalion task force of approximately eight hundred personnel, a logistics support element of approximately three hundred fifty personnel, staff personnel, and civilian observers, as provided in Annexes I and III to this letter.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the Protocol between Egypt and Israel. In accordance with paragraph 3 of the Annex to the Protocol, I would appreciate your confirmation that the United States units shall conduct themselves in accordance with the terms of the Protocol. Also, I would like to emphasize the importance of continuity of service of units in the MFO and to seek your agreement that the United States units will not be withdrawn without adequate prior notification to the Director General of the MFO.

---

[1] *Department of State Bulletin*, May, 1979, p. 3.

I draw your attention as well to the Appendix to the Protocol, which stipulates the privileges and immunities of the MFO and the duties of members of the MFO. Of particular importance is paragraph 11 concerning criminal jurisdiction, and its subparagraph c, which directs the Director General to obtain the assurance of each participating state that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel.

With regard to paragraph 42 of the Appendix to the Protocol, I assure you that I intend to act in accordance with the wishes of the participating state concerning the disposition of the bodies of its members who die in the service of the MFO, and their personal property.

The financial arrangements between the MFO and the Government of the United States concerning its military contribution and the civilian observers are set forth at Annexes II and III.

My separate letter of today's date confirms my understanding with respect to various aspects of participation in the MFO.

The enclosed Aide Memoire sets forth guidelines on procedures used by the MFO and is provided for the use of the Government of the United States in preparing and deploying its units for service in the MFO.

I have the honor to propose that this letter, including its attached Annexes I, II, and III, and your reply confirming the agreement of your Government to the terms thereof shall constitute an agreement between the Government of the United States and the MFO, which shall enter into force on the date of your reply.

With assurances of my highest consideration,

Sincerely,

Leamon R. Hunt
Director General
Multinational Force and Observers

Attachments:
- Annex I: United States Military Contribution
- Annex II: Financial Arrangements for United States Military Contribution
- Annex III: Civilian Observers

Enclosures: Protocol
Aide Memoire

## ANNEX I

## UNITED STATES MILITARY CONTRIBUTION

### A. INFANTRY BATTALION TASK FORCE

1. The Government of the United States of America shall provide to the MFO an infantry battalion task force, which shall be responsible for patrolling by foot, light vehicle, and helicopter; establishing and manning observation posts and check points; and conducting other activities as directed by the Force Commander in accordance with the Protocol between Egypt and Israel, signed August 3, 1981.

2. The infantry battalion task force shall consist of an infantry battalion headquarters and its associated headquarters company, three rifle companies, a combat support company, a helicopter support element, and signal support element. The total number of personnel of the infantry battalion task force shall not exceed 808.

3. The infantry battalion task force shall be equipped with its normal infantry battalion equipment and weapons, as mutually agreed, less its heavy (4.2") mortars, heavy (TOW) anti-tank missiles, and air defense missiles (REDEYE/STINGER), subject to the following:

a. A maximum of 10 unarmed utility helicopters may be deployed to provide movement of personnel, equipment and supplies; medical evacuation; and command-control, observation, and liaison.

b. The infantry battalion task force shall deploy with sufficient light/utility vehicles to meet its operational ground transportation needs. The MFO shall supplement the infantry battalion task force's vehicles with additional vehicles as necessary to provide adequate logistical support.

c. The infantry battalion task force shall be sufficiently equipped and manned to perform at least organizational maintenance on all its deployed equipment, including helicopters. All other maintenance capability shall be provided by the MFO, as may be required.

### B. LOGISTICS SUPPORT ELEMENT

1. The Government of the United States shall provide to the MFO a Logistics Support Element which shall be responsible for: explosive ordnance disposal; movements

control; airlift control; operation of a central supply facility for all classes of supply, except post exchange supplies and alcoholic beverages; provision of agreed mail services; maintenance of all U.S.-standard small arms deployed with MFO contingents; operation of heavy vehicles; provision of medical services, including operation of central medical facilities at both primary base camps; and provision of food and sanitation inspection services.

2. The total number of personnel of the Logistics Support Element shall not exceed 356.

3. The Logistics Support Element shall be equipped with the equipment necessary to perform its mission, as described above, subject to the following:

a. The MFO shall provide sufficient equipment to meet the operational communications needs of the Logistics Support Element.

b. The MFO shall provide those vehicles required by the Logistics Support Element to perform its mission.

c. The Logistics Support Element shall be responsible for providing organizational maintenance for its deployed equipment, and operator maintenance for equipment provided to it by the MFO. The MFO shall be responsible for providing additional maintenance of equipment used by the Logistics Support Element.

d. All members of the Logistic Support Element shall be armed with their normally assigned individual weapons.

## C. ADDITIONAL PROVISIONS

1. The mission, equipment and armament of the military units described herein may not be changed except with the consent of the Government of the United States and the MFO.

2. The commanders of the infantry battalion task force and of the Logistics Support Element shall have direct access to the Force Commander.

3. The Government of the United States shall also provide staff-trained military officers to the MFO Force Commander's staff for mutually acceptable positions.

4. The organizational criteria set forth in this Annex may from time to time be modified by mutual consent.

## ANNEX II

## FINANCIAL ARRANGEMENTS FOR UNITED STATES MILITARY CONTRIBUTION

1. The Government of the United States shall remain responsible for the payment to the United States military personnel, without cost to the MFO, of the salaries, benefits, subsistence and/or allowances which would normally be paid such personnel when stationed in the United States.

2. The MFO shall pay to the Government of the United States an amount equivalent to the cost to the Government of the United States of special pay and allowances paid to the United States military personnel pursuant to applicable United States law.

3. The Government of the United States shall provide, without cost to the MFO, those items of capital equipment required for the performance of missions assigned to United States units, in accordance with Annex I.

4. The MFO shall pay to the Government of the United States the actual cost of such special preparation and modification of equipment necessary for Sinai operation as has been mutually determined, and of the removal of such special preparation and modification upon cessation of deployment.

5. The MFO shall provide for the initial transportation to and final transportation from the Sinai of capital equipment and support equipment of the United States military units, without cost to the United States. Any non-maintenance-related rotation of such equipment will be the responsibility of the Government of the United States.

6. Damage to or loss of capital equipment supplied by the Government of the United States shall be the responsibility of the MFO when any such damage or loss occurs in connection with official MFO business.

7. The MFO shall provide, without cost to the Government of the United States, equipment which is required by the United States units to perform their assigned missions, but which is not standard issue to United States military units.

8. The MFO shall provide for the transportation of the United States military personnel assigned to the MFO, their

individual weapons and kit, without cost to the United States, from the designated point of departure to their stations in the Sinai and return, in accordance with the mutually established rotation schedule.

9. The MFO shall provide food and lodging to the United States military personnel in the Sinai, as well as base support, without cost to the United States.

10. In consideration of the food, lodging, base support, and other services, supplies and equipment to be provided the United States units by the MFO pursuant to this Annex, the Government of the United States shall credit to the account of the MFO an amount equivalent to the costs which would normally have been incurred by the Government of the United States for food and lodging, base support, and operations and maintenance for such units when stationed in the United States.

11. The net amount payable by the MFO in accordance with this Annex and the financial provisions of such other agreements as may be entered into between the Government of the United States and the MFO shall be determined on a fiscal year basis, and real costs shall be payable quarterly. The first such payment shall be made by July 1, 1982, and subsequent installments shall be paid quarterly thereafter.

12. Accounting, reimbursement and other administrative arrangements related to this Annex shall be agreed upon between designated representatives of the Government of the United States and the MFO.

## Agreed Minute

With reference to paragraph 2 of Annex II of the letter of the Director General of the MFO to the Secretary of State of the Government of the United States, it is understood that the special pay and allowances to be paid to the personnel of the United States armed forces assigned to the MFO pursuant to applicable United States law will be:

(a) overseas pay for enlisted personnel, initially ranging from $8.00 to $22.50 per person per month, depending on grade;

(b) a separate maintenance allowance for married personnel of $30.00 per person per month.

With reference to paragraph 4 of Annex II, it is understood that the costs incurred in preparing equipment for use in the Sinai (i.e., painting vehicles and painting MFO insignia on equipment) will be calculated on the basis of actual cost incurred.

With reference to paragraph 8 of Annex II, it is understood that when air transportation for personnel, supplies and equipment is provided by the Government of the United States on a space available basis at no additional cost to the Government of the United States, no reimbursement will be required from the MFO.

With reference to paragraph 10 of Annex II, it is understood that the costs which would normally have been incurred by the Government of the United States for maintaining the United States personnel in the United States will be computed on the following basis:

(a) Costs for the budgeted support will be computed on the basis of factors set forth in the Army Force Planning Cost Handbook (AFPCH).

(b) Budgeted support costs for operations and maintenance of aviation units will be computed on the basis of United States Army Forces Command (FORSCOM) historical flying hour and standard United States Department of the Army cost factors.

(c) Budgeted support costs for operations and maintenance of the Logistics Support Element will be based on

FORSCOM historical experience for each specific unit; provided, however, that the AFPCH will be the basis for computing costs for the Explosive Ordnance Disposal team.

(d) Budgeted costs for subsistence will be computed at the standard United States Department of the Army per person per day rate.

(e) Budgeted costs for base operations will be computed on the basis of a cost allocation factor of $50.00 per person per month.

## ANNEX III

## CIVILIAN OBSERVERS

The Government of the United States of America shall assist the MFO in recruiting, or otherwise ensure the provision of, approximately 25 United States Government personnel, on transfer or detail, to serve as civilian observers and support personnel in accordance with the Protocol between Egypt and Israel signed August 3, 1981. During their assignment with the MFO, the civilian observers shall be responsible to the Director General of the MFO in accordance with such organizational arrangements as he may establish, consistent with the Protocol, and shall have no responsibility to the Government of the United States with respect to the performance of their functions. It is understood that the civilian observers shall report directly to the Force Commander and that all civilian observers shall be citizens of the United States.

With respect to the financial arrangements for the civilian observers, the MFO shall be responsible for all costs related to their employment with the MFO, in accordance with the terms of employment as agreed between the individual employee and the MFO. In the case of employees on detail to the MFO, the MFO will reimburse the United States Government for all costs related to the detail, including salaries, allowances, benefits, travel and transportation. The MFO will be responsible for all costs such as travel and support incident to the performance of duties while on detail to or employed by the MFO.

[ENCLOSURE 1]

## PROTOCOL

[to the Treaty of Peace between Egypt and Israel]

In view of the fact that the Egyptian-Israeli Treaty of Peace dated March 26, 1979 (hereinafter, "the Treaty"), provides for the fulfillment of certain functions by the United Nations Forces and Observers and that the President of the Security Council indicated on May 18, 1981, that the Security Council was unable to reach the necessary agreement on the proposal to establish the UN Forces and Observers, Egypt and Israel, acting in full respect for the purposes and principles of the United Nations Charter, have reached the following agreement:

1. A Multinational Force and Observers (hereinafter, "MFO") is hereby established as an alternative to the United Nations Forces and Observers. The two Parties may consider the possibility of replacing the arrangements hereby established with alternative arrangements by mutual agreement.

2. The provisions of the Treaty which relate to the establishment and functions and responsibilities of the UN Forces and Observers shall apply mutatis mutandis to the establishment and functions and responsibilities of the MFO or as provided in this Protocol.

3. The provisions of Article IV of the Treaty and the Agreed Minute thereto shall apply to the MFO. In accordance with paragraph 2 of this Protocol, the words "through the procedures indicated in paragraph 4 of Article IV and the Agreed Minute thereto" shall be substituted for "by the Security Council of the United Nations with the affirmative vote of the five permanent members" in paragraph 2 of Article IV of the Treaty.

4. The Parties shall agree on the nations from which the MFO will be drawn.

5. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers. Details relating to the international nature, size, structure and operation of the MFO are set out in the attached Annex.

6. The Parties shall appoint a Director-General who shall be responsible for the direction of the MFO. The Director-General shall, subject to the approval of the Parties, appoint a Commander, who shall be responsible for the daily command of the MFO. Details relating to the Director-General and the Commander are set out in the attached Annex.

7. The expenses of the MFO which are not covered by other sources shall be borne equally by the Parties.

8. Disputes arising from the interpretation and application of this Protocol shall be resolved according to Article VII of the Treaty.

9. This Protocol shall enter into force when each Party has notified the other that all its Constitutional requirements have been fulfilled. The attached Annex shall be regarded as an integral part hereof. This Protocol shall be communicated to the Secretary General of the United Nations for registration in accordance with the provisions of Article 102 of the Charter of the United Nations.[1]

For the Government of the
Arab Republic of Egypt:

[2]

For the Government
of the State of Israel:

[3]

Witnessed by:

[4]

For the Government of the
United States of America

---

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176.

[2] Ashraf A. Ghorbal.

[3] Ephraim Evron.

[4] Alexander M. Haig, Jr.

## ANNEX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

### Director-General

1. The Parties shall appoint a Director-General of the MFO within one month of the signing of this Protocol. The Director-General shall serve a term of four years, which may be renewed. The Parties may replace the Director-General prior to the expiration of his term.

2. The Director-General shall be responsible for the direction of the MFO in the fulfillment of its functions and in this respect is authorized to act on behalf of the MFO. In accordance with local laws and regulations and the privileges and immunities of the MFO, the Director-General is authorized to engage an adequate staff, to institute legal proceedings, to contract, to acquire and dispose of property, and to take those other actions necessary and proper for the fulfillment of his responsibilities. The MFO shall not own immovable property in the territory of either Party without the agreement of the respective government. The Director-General shall determine the location of his office, subject to the consent of the country in which the office will be located.

3. Subject to the authorization of the Parties, the Director-General shall request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of this Protocol. The Director-General shall impress upon contributing nations the importance of continuity of service in units with the MFO so that the Commander may be in a position to plan his operations with knowledge of what units will be available. The Director-General shall obtain the agreement of contributing nations that the national contingents shall not be withdrawn without adequate prior notification to the Director-General.

4. The Director-General shall report to the Parties on developments relating to the functioning of the MFO. He may raise with either or both Parties, as appropriate, any matter concerning the functioning of the MFO. For this purpose, Egypt and Israel shall designate senior responsible officials as agreed points of contact for the Director-General. In the event that either Party or the Director-General requests a meeting, it will be convened in the location determined by the Director-General within 48 hours. Access across the international boundary shall only be permitted through entry checkpoints designated by each Party. Such access will be in accordance with the laws and regulations of each country. Adequate procedures will be established by each Party to facilitate such entries.

## Military Command Structure

5. In accordance with paragraph 6 of the Protocol, the Director-General shall appoint a Commander of the MFO within one month of the appointment of the Director-General. The Commander will be an officer of general rank and shall serve a term of three years which may, with the approval of the Parties, be renewed or curtailed. He shall not be of the same nationality as the Director-General.

6. Subject to paragraph 2 of this Annex, the Commander shall have full command authority over the MFO, and shall promulgate its Standing Operating Procedures. In making the command arrangements stipulated in paragraph 9 of Article VI of Annex I of the Treaty (hereinafter "Annex I"), the Commander shall establish a chain of command for the MFO linked to the commanders of the national contingents made available by contributing nations. The members of the MFO, although remaining in their national service, are, during the period of their assignment to the MFO, under the Director-General and subject to the authority of the Commander through the chain of command.

7. The Commander shall also have general responsibility for the good order of the MFO. Responsibility for disciplinary action in national contingents provided for the MFO rests with the commanders of the national contingents.

Functions and Responsibilities of the MFO

8. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers.

9. The MFO shall supervise the implementation of Annex I and employ its best efforts to prevent any violation of its terms.

10. With respect to the MFO, as appropriate, the Parties agree to the following arrangements:

(a) Operation of checkpoints, reconnaissance patrols, and observation posts along the international boundary and Line B, and within Zone C.

(b) Periodic verification of the implementation of the provisions of Annex I will be carried out not less than twice a month unless otherwise agreed by the Parties.

(c) Additional verifications within 48 hours after the receipt of a request from either Party.

(d) Ensuring the freedom of navigation through the Strait of Tiran in accordance with Article V of the Treaty of Peace.

11. When a violation has been confirmed by the MFO, it shall be rectified by the respective Party within 48 hours. The Party shall notify the MFO of the rectification.

12. The operations of the MFO shall not be construed as substituting for the undertakings by the Parties described in paragraph 2 of Article III of the Treaty. MFO personnel will report such acts by individuals as

described in that paragraph in the first instance to the police of the respective Party.

13. Pursuant to paragraph 2 of Article II of Annex I, and in accordance with paragraph 7 of Article VI of Annex I, at the checkpoints at the international boundary, normal border crossing functions, such as passport inspection and customs control, will be carried out by officials of the respective Party.

14. The MFO operating in the Zones will enjoy freedom of movement necessary for the performance of its tasks.

15. MFO support flights to Egypt or Israel will follow normal rules and procedures for international flights. Egypt and Israel will undertake to facilitate clearances for such flights.

16. Verification flights by MFO aircraft in the Zones will be cleared with the authorities of the respective Party, in accordance with procedures to ensure that the flights can be undertaken in a timely manner.

17. MFO aircraft will not cross the international boundary without prior notification and clearance by each of the Parties.

18. MFO reconnaissance aircraft operating in Zone C will provide notification to the civil air control center and, thereby, to the Egyptian liaison officer therein.

## Size and Organization

19. The MFO shall consist of a headquarters, three infantry battalions totalling not more than 2,000 troops, a coastal patrol unit and an observer unit, an aviation element and logistics and signal units.

20. The MFO units will have standard armament and equipment appropriate to their peacekeeping missions as stipulated in this Annex.

21. The MFO headquarters will be organized to fulfill its duties in accordance with the Treaty and this Annex. It shall be manned by

staff-trained officers of appropriate rank provided by the troop contributing nations as part of their national contingents. Its organization will be determined by the Commander, who will assign staff positions to each contributor on an equitable basis.

Reports

22. The Commander will report findings simultaneously to the Parties as soon as possible, but not later than 24 hours, after a verification or after a violation has been confirmed. The Commander will also provide the Parties simultaneously a monthly report summarizing the findings of the checkpoints, observation posts, and reconnaissance patrols.

23. Reporting formats will be worked out by the Commander with the Parties in the Joint Commission. Reports to the Parties will be transmitted to the liaison offices to be established in accordance with paragraph 31 below.

Financing, Administration and Facilities

24. The budget for each financial year shall be prepared by the Director-General and shall be approved by the Parties. The financial year shall be from October 1 through September 30. Contributions shall be paid in U.S. dollars, unless the Director-General requests contributions in some other form. Contributions shall be committed the first day of the financial year and made available as the Director-General determines necessary to meet expenditures of the MFO.

25. For the period prior to October 1, 1981, the budget of the MFO shall consist of such sums as the Director-General shall receive. Any contributions during that period will be credited to the share of the budget of the contributing state in Financial Year 1982, and thereafter as necessary, so that the contribution is fully credited.

26. The Director-General shall prepare financial and administrative regulations consistent with this Protocol and submit them no later than December 1, 1981, for the approval of the Parties. These financial regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing states.

27. The Commander shall request the approval of the respective Party for the use of facilities on its territory necessary for the proper functioning of the MFO. In this connection, the respective Party, after giving its approval for the use by the MFO of land or existing buildings and their fixtures, will not be reimbursed by the MFO for such use.

Responsibilities of the Joint Commission Prior to Its Dissolution

28. In accordance with Article IV of the Appendix to Annex I, the Joint Commission will supervise the implementation of the arrangements described in Annex I and its Appendix, as indicated in subparagraphs b, c, h, i and j of paragraph 3 of Article IV.

29. The Joint Commission will implement the preparations required to enable the Liaison System to undertake its responsibilities in accordance with Article VII of Annex I.

30. The Joint Commission will determine the modalities and procedures for the implementation of Phase Two, as described in paragraph 3(b) of Article I of Annex I, based on the modalities and procedures that were implemented in Phase One.

Liaison System

31. The Liaison System will undertake the responsibilities indicated in paragraph 1 of Article VII of Annex I, and may discuss any other matters which the Parties by agreement may place before it. Meetings will be held at least once a month. In the event that either Party or the Commander requests a special meeting, it will be convened within

24 hours. The first meeting will be held in El-Arish not later than two weeks after the MFO assumes its functions. Meetings will alternate between El-Arish and Beer Sheba, unless the Parties otherwise agree. The Commander shall be invited to any meeting in which subjects concerning the MFO are discussed, or when either Party requests MFO presence. Decisions will be reached by agreement of Egypt and Israel.

32. The Commander and each chief liaison officer will have access to one another in their respective offices. Adequate procedures will be worked out between the Parties with a view to facilitating the entry for this purpose of the representatives of either Party to the territory of the other.

## Privileges and Immunities

33. Each Party will accord to the MFO the privileges and immunities indicated in the attached Appendix.

## Schedule

34. The MFO shall assume its functions at 1300 hours on April 25, 1982.

35. The MFO shall be in place by 1300 hours, on March 20, 1982.

## APPENDIX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

### Definitions

1. The "Multinational Force and Observers" (hereinafter referred to as "the MFO") is that organization established by the Protocol.

2. For the purposes of this Appendix, the term "Member of the MFO" refers to the Director-General, the Commander and any person, other than a resident of the Receiving State, belonging to the military contingent of a Participating State or otherwise under the authority of the Director-General, and his spouse and minor children, as appropriate.

3. The "Receiving State" means the authorities of Egypt or Israel as appropriate, and the territories under their control. "Government authorities" includes all national and local, civil and military authorities called upon to perform functions relating to the MFO under the provisions of this Appendix, without prejudice to the ultimate responsibility of the Government of the Receiving State.

4. "Resident of the Receiving State" includes (a) a person with citizenship of the Receiving State, (b) a person resident therein or (c) a person present in the territory of the Receiving State other than a member of the MFO.

5. "Participating State" means a State that contributes personnel to the MFO.

### Duties of Members of the MFO in the Receiving State:

6.(a) Members of the MFO shall respect the laws and regulations of the Receiving State and shall refrain from any activity of a political character in the Receiving State and from any action incompatible with the international nature of their duties or inconsistent with the spirit of the present arrangements. The Director-General shall take all appropriate measures to ensure the observance of these obligations.

(b) In the performance of their duties for the MFO, members of the MFO shall receive their instructions only from the Director-General and the chain of command designated by him.

(c) Members of the MFO shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their position with the MFO which has not been made public, except in the course of their duties or by authorization of the Director-General. These obligations do not cease upon the termination of their assignment with the MFO.

(d) The Director-General will ensure that in the Standing Operating Procedures of the MFO, there will be arrangements to avoid accidental or inadvertant threats to the safety of MFO members.

Entry and Exit: Identification

7. Individual or collective passports shall be issued by the Participating States for members of the MFO. The Director-General shall notify the Receiving State of the names and scheduled time of arrival of MFO members, and other necessary information. The Receiving State shall issue an individual or collective multiple entry visa as appropriate prior to that travel. No other documents shall be required for a member of the MFO to enter or leave the Receiving State. Members of the MFO shall be exempt from immigration inspection and restrictions on entering or departing from the territory of the Receiving State. They shall also be exempt from any regulations governing the residence of aliens in the Receiving State, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Receiving State. The Receiving State shall also provide each member of the Force with a personal identity card prior to or upon his arrival.

8. Members of the MFO will at all times carry their personal identity cards issued by the Receiving State. Members of the MFO may be

best copy available

required to present, but not to surrender, their passport or identity cards upon demand of an appropriate authority of the Receiving State. Except as provided in paragraph 7 of this Appendix, the passport or identity card will be the only document required for a member of the MFO.

9. If a member of the MFO leaves the services of the Participating State to which he belongs and is not repatriated, the Director-General shall immediately inform the authorities of the Receiving State, giving such particulars as may be required. The Director-General shall similarly inform the authorities of the Receiving State of any member of the MFO who has absented himself for more than 21 days. If an expulsion order against the ex-member of the MFO has been made, the Director-General shall be responsible for ensuring that the person concerned shall be received within the territory of the Participating State concerned.

Jurisdiction

10. The following arrangements respecting criminal and civil jurisdiction are made having regard to the special functions of the MFO and not for the personal benefit of the members of the MFO. The Director-General shall cooperate at all times with the appropriate authorities of the Receiving State to facilitate the proper administration of justice, secure the observance of laws and regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Appendix.

Criminal Jurisdiction

11. (a) Military members of the MFO and members of the civilian observer group of the MFO shall be subject to the exclusive jurisdiction of their respective national states in respect of any criminal offenses which may be committed by them in the Receiving State. Any such person who is charged with the commission of a crime will be brought to trial by the respective Participating State, in accordance with its laws.

(b) Subject to paragraph 25, other members of the MFO shall be immune from the criminal jurisdiction of the Receiving State in respect of words spoken or written and all acts performed by them in their official capacity.

(c) The Director-General shall obtain the assurances of each Participating State that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel. The Director-General shall comply with requests of the Receiving State for the withdrawal from its territory of any member of the MFO who violates its laws, regulations, customs or traditions. The Director-General, with the consent of the Participating State, may waive the immunity of a member of the MFO.

(d) Without prejudice to the foregoing, a Participating State may enter into a supplementary arrangement with the Receiving State to limit or waive the immunities of its members of the MFO who are on periods of leave while in the Receiving State.

## Civil Jurisdiction

12. (a) Members of the MFO shall not be subject to the civil jurisdiction of the courts of the Receiving State or to other legal process in any matter relating to their official duties. In a case arising from a matter relating to official duties and which involves a member of the MFO and a resident of the Receiving State, and in other disputes as agreed, the procedure provided in paragraph 38(b) of this Appendix shall apply to the settlement.

(b) If the Director-General certifies that a member of the MFO is unable because of official duties or authorized absence to protect his interests in a civil proceeding in which he is a participant, the court or authority shall at his request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of the MFO which is certified by the Director-General to be needed by him for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgment, decision or order, together with other property not subject thereto under the law of the Receiving State. The personal liberty of a member of the MFO shall not be restricted by a court or other authority of the Receiving State in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath of disclosure, or for any other reason.

(c) In the cases provided for in sub-paragraph (b) above, the claimant may elect to have his claim dealt with in accordance with the procedure set out in paragraph 38(b) of this Appendix. Where a claim adjudicated or an award made in favor of the claimant by a court of the Receiving State or the Claims Commission under paragraph 38(b) of this Appendix has not been satisfied, the authorities of the Receiving State may, without prejudice to the claimant's rights, seek the good offices of the Director-General to obtain satisfaction.

Notification: Certification

13. If any civil proceeding is instituted against a member of the MFO, before any court of the Receiving State having jurisdiction, notification shall be given to the Director-General. The Director-General shall certify to the court whether or not the proceeding is related to the official duties of such member.

Military Police: Arrest: Transfer of Custody and Mutual Assistance

14. The Director-General shall take all appropriate measures to ensure maintenance of discipline and good order among members of the MFO. To this end military police designated by the Director-General shall police the premises referred to in paragraph 19 of this Appendix, and such areas where the MFO is functioning.

15. The military police of the MFO shall immediately transfer to the civilian police of the Receiving State any individual, who is not a member of the MFO, of whom it takes temporary custody.

16. The police of the Receiving State shall immediately transfer to the MFO any member of the MFO, of whom it takes temporary custody, pending a determination concerning jurisdiction.

17. The Director-General and the authorities of the Receiving State shall assist each other concerning all offenses in respect of which either or both have an interest, including the production of witnesses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over, of things connected with an offense. The handing over of any such things may be made subject to their return within the time specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 15 and 16 of this Appendix.

18. The government of the Receiving State will ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the MFO or its members which, if committed in relation to the forces of the Receiving State or their members, would have rendered them liable to prosecution. The Director-General will take the measures within his power with respect to crimes or offenses committed against citizens of the Receiving State by members of the MFO.

Premises of the MFO

19. Without prejudice to the fact that all the premises of the MFO remain the territory of the Receiving State, they shall be inviolable and subject to the exclusive control and authority of the Director-General, who alone may consent to the entry of officials to perform duties on such premises.

MFO Flag

20. The Receiving States permit the MFO to display a special flag or insignia, of a design agreed upon by them, on its headquarters, camps, posts, or other premises, vehicles, boats and otherwise as decided by the Director-General. Other flags or pennants may be displayed only in exceptional cases and in accordance with conditions prescribed by the Director-General. Sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this last-mentioned matter. If the MFO flag or other flag is flown, the flag of the Receiving State shall be flown alongside it.

Uniform: Vehicle, Boats and Aircraft Markings and Registration: Operating Permits

21. Military members of the MFO shall normally wear their national uniform with such identifying MFO insignia as the Director-General may prescribe. The conditions on which the wearing of civilian dress is authorized shall be notified by the Director-General to the authorities of the Receiving State and sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this matter. Members of the MFO shall wear civilian dress while outside the areas where they are functioning. Service vehicles, boats and aircraft shall not carry the marks or license plates of any Participating State, but shall carry the distinctive MFO identification mark and license which shall be notified by the Director-General to the authorities of the Receiving State. Such vehicles, boats and aircraft shall not be subject to registration and licensing under the laws and regulations of the Receiving State. Authorities of the Receiving State shall accept as valid, without a test or fee, a permit or license for the operation of service vehicles, boats and aircraft issued by the Director-General. MFO drivers shall be given permits by the Receiving State to enable them to drive outside the areas where they are functioning, if these permits are required by the Receiving State.

Arms

22. Members of the MFO who are off-duty shall not carry arms while outside the areas where they are functioning.

Privileges and Immunities of the MFO

23. The MFO shall enjoy the status, privileges and immunities accorded in Article II of the Convention on the Privileges and Immunities of the United Nations[1] (hereinafter, "the Convention"). The provisions of Article II of the Convention shall also apply to the property, funds and assets of Participating States used in the Receiving State in connection with the activities of the MFO. Such Participating States may not acquire immovable property in the Receiving State without agreement of the government of the Receiving State. The government of the Receiving State recognizes that the right of the MFO to import free of duty equipment for the MFO and provisions supplies and other goods for the exclusive use of members of the MFO, includes the right of the MFO to establish, maintain and operate at headquarters, camps and posts, service institutes providing amenities for the members of the MFO. The amenities that may be provided by service institutes shall be goods of a consumable nature (tobacco and tobacco products, beer, etc.), and other customary articles of small value. To the end that duty-free importation for the MFO may be effected with the least possible delay, having regard to the interests of the government of the Receiving State, a mutually satisfactory procedure, including documentation, shall be arranged between the Director-General and the customs authorities of the Receiving State. The Director-General shall take all necessary measures to prevent any abuse of the exemption and to prevent the sale or resale of such goods to persons other than the members of the MFO. Sympathetic consideration shall be given by the Director-General to observations or requests of the authorities of the Receiving State concerning the operation of service institutes.

---

[1] Adopted Feb. 13, 1946. TIAS 6900; 21 UST 1422.

Privileges and Immunities and Delegation of Authority of Director-General

24. The Director-General of the MFO may delegate his powers to other members of the MFO.

25. The Director-General, his deputy, the Commander, and his deputy, shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

Members of the MFO: Taxation, Customs and Fiscal Regulations

26. Members of the MFO shall be exempt from taxation by the Receiving State on the pay and emoluments received from their national governments or from the MFO. They shall also be exempt from all other direct taxes, fees, and charges, except for those levied for services rendered.

27. Members of the MFO shall have the right to import free of duty their personal effects in connection with their first taking up their post in the Receiving State. They shall be subject to the laws and regulations of the Receiving State governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Receiving State with the MFO. Special facilities for entry or exit shall be granted by the immigration, customs and fiscal authorities of the Receiving State to regularly constituted units of the MFO provided that the authorities concerned have been duly notified sufficiently in advance. Members of the MFO on departure from the area may, notwithstanding the foreign exchange regulations, take with them such funds as the Director-General certifies were received in pay and emoluments from their respective national governments or from the MFO and are a reasonable residue thereof. Special arrangements between the Director-General and the authorities of the Receiving State shall be made for the implementation of the foregoing provisions in the interests of the government of the Receiving State and members of the MFO.

28. The Director-General will cooperate with the customs and fiscal authorities of the Receiving State and will render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Receiving State by the members of the MFO in accordance with this Appendix or any relevant supplemental arrangements.

Communications and Postal Services

29. The MFO shall enjoy the facilities in respect to communications provided for in Article III of the Convention. The Director-General shall have authority to install and operate communications systems as are necessary to perform its functions subject to the provisions of Article 35 of the International Telecommunication Convention of April 11, 1973,[1] relating to harmful interference. The frequencies on which any such station may be operated will be duly communicated by the MFO to the appropriate authorities of the Receiving State. Appropriate consultations will be held between the MFO and the authorities of the Receiving State to avoid harmful interference. The right of the Director-General is likewise recognized to enjoy the priorities of government telegrams and telephone calls as provided for the United Nations in Article 39 and Annex 3 of the latter Convention and in Article 5, No. 10 of the telegraph regulations annexed thereto.[2]

30. The MFO shall also enjoy, within the areas where it is functioning, the right of unrestricted communication by radio, telephone, telegraph or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MFO, including the laying of cables and land lines and the establishment of fixed and mobile radio sending and receiving stations. It is understood that the telegraph and telephone cables and lines herein referred to will be situated within or directly between the premises of the MFO and the areas where it is functioning, and that connection with the system of telegraphs and telephones of the Receiving State will be

---

[1] Should read "October 25, 1973". TIAS 8572; 28 UST 2530.
[2] Done Apr. 11, 1973. TIAS 8586; 28 UST 3306.

made in accordance with arrangements with the appropriate authorities of the Receiving State.

31. The government of the Receiving State recognizes the right of the MFO to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the MFO. The government of the Receiving State will be informed of the nature of such arrangements. No interference shall take place with, and no censorship shall be applied to, the mail of the MFO by the government of the Receiving State. In the event that postal arrangements applying to private mail of members of the MFO are extended to operations involving transfer of currency, or transport of packages or parcels from the Receiving State, the conditions under which such operations shall be conducted in the Receiving State will be agreed upon between the government of the Receiving State and the Director-General.

Motor Vehicle Insurance

32. The MFO will take necessary arrangements to ensure that all MFO motor vehicles shall be covered by third party liability insurance in accordance with the laws and regulations of the Receiving State.

Use of Roads, Waterways, Port Facilities, Airfields and Railways

33. When the MFO uses roads, bridges, port facilities and airfields it shall not be subject to payment of dues, tolls or charges either by way of registration or otherwise, in the areas where it is functioning and the normal points of access, except for charges that are related directly to services rendered. The authorities of the Receiving State, subject to special arrangements, will give the most favorable consideration to requests for the grant to members of the MFO of traveling facilities on its railways and of concessions with regard to fares.

Water, Electricity and Other Public Utilities

34. The MFO shall have the right to the use of water, electricity and other public utilities at rates not less favorable to the MFO than those to comparable consumers. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining water, electricity and other utilities required, and in the case of interruption or threatened interruption of service, will give the same priority to the needs of the MFO as to essential government services. The MFO shall have the right where necessary to generate, within the premises of the MFO either on land or water, electricity for the use of the MFO and to transmit and distribute such electricity as required by the MFO.

Currency of the Receiving State

35. The Government of the Receiving State will, if requested by the Director-General, make available to the MFO, against reimbursement in U.S. dollars or other currency mutually acceptable, currency of the Receiving State required for the use of the MFO, including the pay of the members of the national contingents, at the rate of exchange most favorable to the MFO that is officially recognized by the government of the Receiving State.

Provisions, Supplies and Services

36. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining equipment, provisions, supplies and other goods and services required from local sources for its subsistence and operation. Sympathetic consideration will be given by the Director-General in purchases on the local market to requests or observations of the authorities of the Receiving State in order to avoid any adverse effect on the local economy. Members of the MFO may purchase locally goods necessary for their own consumption, and such services as they need, under conditions prevailing in the open market.

If members of the MFO should require medical or dental facilities beyond those available within the MFO, arrangements shall be made with the appropriate authorities of the Receiving State under which such facilities may be made available. The Director-General and the appropriate local authorities will cooperate with respect to sanitary services. The Director-General and the authorities of the Receiving State shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases in accordance with international conventions; such cooperation shall extend to the exchange of relevant information and statistics.

Locally Recruited Personnel

37. The MFO may recruit locally such personnel as required. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in the recruitment of such personnel. Sympathetic consideration will be given by the Director-General in the recruitment of local personnel to requests or observations of authorities of the Receiving State in order to avoid any adverse effect on the local economy. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Director-General and shall generally, to the extent practicable, be no less favorable than the practice prevailing in the Receiving State.

Settlement of Disputes or Claims

38. Disputes or claims of a private law character shall be settled in accordance with the following provisions:

(a) The MFO shall make provisions for the appropriate modes of settlement of disputes or claims arising out of contract or other disputes or claims of a private law character to which the MFO is a party other than those covered in subparagraph (b) and paragraph 39 following. When no such provisions have been made with the contracting party, such claims shall be settled according to subparagraph (b) below.

(b) Any claim made by:

(i) a resident of the Receiving State against the MFO or a member thereof, in respect of any damages alleged to result from an act or omission of such member of the MFO relating to his official duties;

(ii) the Government of the Receiving State against a member of the MFO;

(iii) the MFO or the Government of the Receiving State against one another, that is not covered by paragraph 40 of this Appendix;

shall be settled by a Claims Commission established for that purpose. One member of the Commission shall be appointed by the Director-General, one member by the Government of the Receiving State and a Chairman jointly by the two. If the Director-General and the Government of the Receiving State fail to agree on the appointment of a chairman, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. An award made by the Claims Commission against the MFO or a member or other employee thereof or against the Government of the Receiving State shall be notified to the Director-General or the authorities of the Receiving State as the case may be, to make satisfaction thereof.

39. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by administrative procedure to be established by the Director-General.

40. All disputes between the MFO and the Government of the Receiving State concerning the interpretation or application of this Appendix which are not settled by negotiation or other agreed mode of settlement shall

be referred for final settlement to a tribunal of three arbitrators, one to be named by the Director-General, one by the Government of the Receiving State, and an umpire to be chosen jointly who shall preside over the proceedings of this tribunal.

41. If the two parties fail to agree on the appointment of the umpire within one month of the proposal of arbitration by one of the parties, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. Should a vacancy occur for any reason, the vacancy shall be filled within thirty days by the methods laid down in this paragraph for the original appointment. The tribunal shall come into existence upon the appointment of the chairman and at least one of the other members of the tribunal. Two members of the tribunal shall constitute a quorum for the performance of its functions, and for all deliberations and decisions of the tribunal a favorable vote of two members shall be sufficient.

Deceased Members: Disposition of Personal Property

42. The Director-General shall have the right to take charge of and dispose of the body of a member of the MFO who dies in the territory of the Receiving State and may dispose of his personal property after the debts of the deceased person incurred in the territory of the Receiving State and owing to residents of the Receiving State have been settled.

Supplemental Arrangements

43. Supplemental details for the carrying out of this Appendix shall be made as required between the Director-General and appropriate authorities designated by the Government of the Receiving State.

Effective Date and Duration

44. This Appendix shall take effect from the date of the entry into force of the Protocol and shall remain in force for the duration

of the Protocol. The provisions of paragraphs 38, 39, 40 and 41 of this Appendix, relating to the settlement of disputes, however, shall remain in force until all claims arising prior to the date of termination of this Appendix and submitted prior to or within three months following the date of termination, have been settled.

[ENCLOSURE 2]

## AIDE MEMOIRE

## GUIDELINES FOR THE GOVERNMENT OF THE UNITED STATES PLANNING FOR THE MULTINATIONAL FORCE AND OBSERVERS (MFO)

### INTRODUCTION

The following are guidelines to governments preparing to assign troops for service with the MFO. The actual composition of such contingents being prepared will depend on the military policy, equipment and other national characteristics of the country concerned. Adherence to these guidelines where possible would ease to a very great extent the administrative problems of the contingent in the initial stages of its service with the MFO and enhance its operational efficiency. It would also be useful if representatives from national military headquarters were to hold further discussions with the MFO before proceeding to their assignment in the Sinai.

### AIM

To provide the necessary guidelines to the Government of the United States to enable it to organize its MFO contingent which will, to the maximum extent possible, be capable of supporting itself administratively and operationally.

### ORGANIZATION

A. The basic mission of the military units, their suggested organizational structures, and required capital and support equipment are as set forth in Annex I to the Director General's letter of 26 March, 1982, to the Government of the United States. The basic mission of the civilian observer unit is as set forth in Annex III to this letter.

B. Role of Unit Commanders. Each unit commander will have direct access to the MFO Force Commander. Each commander's rank should be appropriate to the unit's size and function but should not exceed Lt. Colonel, since staff section chiefs and battalion commanders will be of that rank.

C. Contribution to MFO Headquarters. In order to ensure equitable representation of all contingents at all levels, a number of staff officers will be assigned by each troop-contributing state to the force headquarters. Accordingly, the Government of the United States is requested to provide a number of officers to be agreed for this purpose. The officers nominated to fill these posts must be staff trained.

D. Common language of MFO. English will be the common working language of this multinational force. All officers should be able to speak, read and write English.

E. Clothing. Personnel should be fully equipped in accordance with their national scales of issue. Since the weather may vary from hot and dry to cold and wet, an appropriate range of items of clothing should be provided.

The MFO accepts responsibility for providing the following items of clothing for all ranks:

| | |
|---|---|
| beret, MFO color | -one |
| field cap, MFO color | -one |
| hat badge, flash | -one |
| cloth shoulder patch | -six |
| armlet, olive drab | -two |
| scarf, MFO color | -two |

The MFO will send to the troop-contributing state a minimum amount of berets, scarves, hat badges and shoulder patches to ensure that each individual may be given an initial partial issue. The remainder of the issue items will be obtained on arrival. It is imperative that the Director General be informed soonest of the address to enable the initial issue to be air-freighted and arrive before the departure of the advance party.

## GENERAL INFORMATION

A. Communications. The MFO will provide communications among MFO elements working throughout the area of operations. The MFO will also provide access to the international telephone system for communications between national contingents and their home countries. Unless otherwise agreed, the contingent will provide equipment necessary to meet its internal communications requirements. Should it be decided by the government to have its own national radio link to its contingent, it may do so subject to MFO approval of equipment and frequency and on the understanding it will meet all the related costs without reimbursement by the MFO.

B. Basic Equipment. The following stores/equipment will be provided by the MFO as necessary (this list is not all-inclusive):

- Generators
- Freezers and refrigeration
- Defense stores
- Tentage (as required)
  - Personnel (sleeping accommodation)
  - Messing
  - Administration
  - Workshops

- Stores
- Medical inspection
- Quartermaster stores (as required)
  - Mosquito netting
  - Wardrobes
  - Tables
  - Desks
  - Chairs
  - Beds, blankets, sheets, etc.
  - Disinfectants, cleaning material, fumigants
  - Chemical toilets
- Office equipment (as required)
  - Desks
  - Tables
  - Filing cabinets
  - Typewriters
  - Calculators
  - Fans
  - Safes
- Special Equipment (as required)
  - Fire-fighting
  - Water purification
  - Observation (field, survey and night vision binoculars, and night observation devices)
  - Riot control equipment
  - Tradesmen's tools (saws, drills, etc.)
  - Compressor with auxiliary equipment

C. Personal Identification. While in transit to and from the mission area, contingent personnel should be in possession of identification in accordance with their national regulations. On arrival, personnel will be issued an MFO identification card which will be the identity document required within Egypt and Israel. To expedite issuance, it is recommended that each individual possess a minimum of six recent photographs approximately 3 cm by 3 cm.

D. Passports. Individual passports will be required for members of troop contingents if they wish to travel in the two countries outside the MFO's immediate area of operations. Members of the troop contingents may arrive or leave the Sinai under the "collective passport" referred to in the Protocol (Appendix, para 7), but if a soldier wishes to take leave either in Egypt or Israel, or would like to be prepared for emergencies requiring travel outside the area, he must have his own passport and visa from the appropriate country.

E. Medical. The contingent must be fully immunized against yellow fever. It is strongly recommended that immunization against tetanus, typhoid and polio be included. Gammaglobulin against hepatitis should be given every three months. Malaria prophylaxis and salt tablets are recommended while in the area. MFO will provide these pharmaceuticals while the unit is in the area.

Preliminary planning is for the MFO to provide a central medical facility and staff. Medical support at the field-hospital level and above will be provided through the Governments of Israel and Egypt.

F. Ground Transport. The contingent will provide such vehicles as necessary to perform its mission. The MFO will supplement those vehicles as necessary for unit support needs.

G. Personal Services. Haircuts, laundry, ablution and sanitation services will be provided by the MFO.

H. Water. It is anticipated that water in base camps will be provided through a pipeline system. Adequate water tank trucks, water trailers, water purification equipment, if required, and waterpumps with hoses will also be provided as necessary. Jerry cans or similar containers will be provided as necessary for water distribution.

I. Rations. Rations will be supplied by the MFO in accordance with the "MFO Ration Scale" which may be modified to be compatible with the home scales of contingents and to cater to national food tastes and religious dietary customs. In this regard it is requested that the troop-contributing government provide the Director General with a copy of the national ration scale as soon as possible.

J. Transportation to and from the MFO Area. Initial movement into the area will be by air or sea as required. The MFO will coordinate the transportation into the area and from the area to the home country on the completion of the tour of duty and will cover all costs attendant thereto, unless otherwise agreed.

1. Airlift Arranged by the MFO. In the event that the initial deployment is by air and the transportation as provided by the MFO, the following details are required by MFO as soon as they become available:

-- Place of embarkation and name of airport;

-- Dates troops and equipment will be ready for airlift;

-- Dimensions and weights of large pieces of equipment;

-- Total weight of equipment and stores to be airlifted; and,

-- Type and amount of dangerous cargo such as ammunition, acid, batteries, kerosene, fuel and oil.

2. Movement Control. It is requested that the senior member on each flight have a completed manifest showing the number of passengers on board and the amount and type of cargo. This manifest will be given to the MFO movement control personnel on arrival. In addition, personnel familiar with movement control activities should be deployed on the first aircraft and be prepared to assist with subsequent arrivals of their contingent.

K. Rotation. Contingents are normally rotated after serving a period of at least six months with the Force. These rotations are arranged by the MFO either by chartered commercial aircraft or by military airlift. It is the responsibility of the contingent's home government to inform the MFO at least six weeks prior to the rotation of the exact dates they propose for the rotation and the number of troops to be rotated each way. The rotation will involve only the personnel and their personal gear (including personal weapons) up to 45 kgs (unit equipment is not rotated.)

A reasonable amount of additional freight may be allowed by air up to the available capacity of the aircraft after accommodating the passengers with their personal baggage. Contractual arrangements with commercial airlines are made by the MFO. Experience has shown the paramount need for close liaison with the MFO on all transportation arrangements. Failure to provide the required information in time to carry out the arrangements could delay the acquisition of airlift and the diplomatic overflight clearances.

L. Accommodation. Accommodations shall be provided in accordance with the policy decided for the MFO. Generally, accommodation is arranged in accordance with the local conditions and availability of facilities. It may be concentrated into platoon, company, or contingent camps according to the operational role of the contingent. If civilian accommodation must be rented, arrangements will be concluded by the chief administrative officer of the MFO.

M. Local Resources. If a contingent requires contractual services, the contingent commanding officer should forward his request to MFO headquarters. Contracts for services, supplies, equipment and other requirements will be made only through the chief administrative officer. Such matters include procurement of:

Land and accommodation;
Petrol, oil and lubricants;
Fresh rations;
Water supply;
Rentals;
Public service facilities;

Laundry and cleaning;
Civilian labor;
Garbage disposal;
Hair cutting;
Cobbler services;
Tailoring.

N. Control of Resources. It should be stressed that once a contingent enters the MFO area of operation and becomes a part of the MFO, all equipment and supplies required thereafter (except for self-sufficiency) for the continued operational support of the contingent -- and which would normally involve a charge to the MFO -- should be requisitioned through the Director General's administrative channels. Since the Force Commander and the chief administrative officer work in close cooperation with the Director General, who in turn ensures liaison with governments, the operational needs of the various contingents in the field would be served most efficiently by centralizing, as is usual with peacekeeping forces, all requisitions of military supplies in this manner.

O. Pay and Allowances. Governments providing troops are responsible for making payment of pay and allowances to all their unit personnel in accordance with their own national legislation. Normal salaries, benefits and allowances that would be paid to troops serving at home will be at the expense of the troop-contributing state; special pay and allowances required under existing national legislation for service aborad will be reimbursed to the troop-contributing state by the MFO.

P. Maintenance in the Sinai. The MFO will provide for troops assigned to the Sinai all necessary food, lodging, and base support, and will absorb the costs of operations and maintenance. However, the troop-contributing state will pay the MFO an amount equivalent to the normal costs of maintaining the deployed personnel at home, with respect to base support, operations and maintenance, food and lodging.

Q. Reimbursement for Equipment and Supplies. The troop-contributing state will provide, at its own expense, all capital and support equipment required for the performance of its assigned mission. The MFO will pay for the transport of this equipment to the Sinai, and its eventual return to the troop-contributing state. All consumable supplies brought in by the national contingent at MFO request will be inspected by the MFO upon arrival in the area of operations and reimbursement will be paid on the basis of demonstrated cost.

R. Payments for Death, Injury, Disability or Illness. Reimbursement for payments made by governments based upon national legislation and/or regulations for death, injury, disability or illness attributable to service with the MFO will be as follows. Where periodic payments are called for under national legislation or regulations, reimbursement will be made in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim is required to enable reimbursement of payments due or made by the government concerned to beneficiaries in accordance with national legislation and/or regulations. This claim should be appropriately certified by the government's auditor-general or an official of equivalent rank/position.

S. Official Travel of MFO Personnel. Members of the contingent who are required to make official duty trips to points where MFO food and lodging facilities cannot be provided will be paid at appropriate rates established by the MFO.

T. Airline tickets will be provided by the MFO in some circumstances for members and escorts if repatriation is authorized for medical, compassionate or other reason by the Force Commander.

U. MFO Orders. The Force Commander is empowered to issue orders consistent with the authority granted by the Director General of the MFO implementing the Protocol between the Arab Republic of Egypt and State of Israel. Such orders may be revised from time to time and are binding upon all members of the Force.

V. Postal. The MFO provides for members of the Force the free dispatch to the home country of a limited amount of personal mail. Contingents may avail themselves of this service, if desired, once an agreement has been concluded between the troop-contributing state and the MFO. Each troop-contributing state is required to designate a special postal address in the home country.

Handling of mail to and from troop-contributing countries is governed by local conditions, available means of transportation, and any agreements between the troop-contributing state and the postal authorities of the Receiving State.

W. Currency Exchanges. Currency regulations vary from country to country. Regulations for currency exchange are established to ensure that national currency regulations are respected in the area as well as in neighboring countries which the members may visit on leave or on duty. Regulations pertaining to the MFO will be obtained upon arrival in the MFO area.

X. Recreational Equipment. The MFO encourages units to bring sports equipment, personal musical instruments, and other recreational supplies for the use of their own units, for both intramural and extramural competitions.

## *The Secretary of State to the Director General of the Multinational Force and Observers*

THE SECRETARY OF STATE
WASHINGTON

March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

Thank you for your letter of March 26, 1982. I wish to confirm to you that the Government of the United States of America will contribute to the MFO an infantry battalion task force, a logistics support element, staff personnel, and civilian observers as provided in Annexes I and III to your letter.

I confirm to you as well as that the Government of the United States hereby provides the agreements and assurances concerning its participation in the MFO which you requested in accordance with the terms of the Protocol.

I acknowledge receipt of the Aide Memoire enclosed with your letter. The guidelines contained in the Aide Memoire will be of use to my Government in preparing and deploying its units for service in the MFO.

Finally, my Government concurs with your proposal that your letter of March 26, 1982, including its attached Annexes I, II, and III, together with this reply, shall constitute an agreement between the Government of the United States and the MFO which shall enter into force on this date.

With assurances of my highest consideration.

Sincerely,

Alexander M. Haig, Jr.

[RELATED LETTERS]

**Multinational Force and Observers**
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D. C. 20520

Dear Mr. Secretary:

With reference to my letter of today's date accepting your government's offer to contribute to the MFO in accordance with the Protocol to the Treaty of Peace between Egypt and Israel signed on March 26, 1979, it may assist if I confirm our understanding with respect to various aspects of participation in the MFO.

(1) It is understood that, as provided in paragraph 12 of the Appendix to the Egypt-Israel Protocol of August 3, 1981, members of the MFO are not subject to the civil jurisdiction of the courts or other legal process of Egypt or Israel in any matters relating to their official duties. It is also understood that, as provided in paragraph 38 of that Appendix, claims against a member of the MFO made by the Government of Egypt or Israel or by residents thereof in respect of damages alleged to result from an act or omission of such member relating to his official duties shall be settled according to the claims provisions of the Appendix. An award made by the claims commission against a member of the MFO shall be notified to the Director General for payment by the MFO. Accordingly, neither the individual member nor the participating state of which he is a national shall incur any liability in such official duty cases.

(2) With reference to paragraph 6 of the Annex to the Protocol, it is understood that national contingents provided to the MFO shall be placed under the operational control of the Force Commander. The Force Commander will issue orders to the national contingents through the appropriate national contingent commander in accordance with the chain of command established by him pursuant to the Protocol.

(3) It is understood that in exercising his functions under paragraphs 12(b), 13 and 42 of the Appendix, the Director General will seek relevant information from the appropriate national contingent commander through the Force Commander.

(4) It is understood that in the application of paragraph 20 of the Appendix, the Director General intends to follow the regulations and practices of the United Nations in its peace-keeping organizations so far as the display of flags and ensigns is concerned.

(5) With reference to paragraph 21 of the Appendix, it is understood that service vehicles, boats and aircraft serving with the MFO shall be painted MFO colors, shall carry MFO identification marks and, in addition, shall carry only those marks or insignia as are necessary to satisfy international legal requirements applicable to state aircraft and boats.

(6) With reference to paragraph 24 of the Appendix, it is understood that the Director General does not intend to delegate any of his powers directly to members of national contingents who are under the command of the national contingent commander.

(7) It is understood that where supplementary arrangements are to be made, as provided in paragraph 43 of the Appendix, which substantially affect a national contingent, the Director General will first consult with the government of the affected participating state.

(8) It is understood that the Director General intends to establish a consultative mechanism whereby he will meet with representatives designated by participating states accredited to the country where his headquarters will be located for briefing and discussion of issues of general concern. In addition, the Director General and his staff will be available at any time to hold bilateral consultations with participating state representatives on substantive issues of mutual concern.

(9) It is understood that any disputes which may arise between a participating state and the MFO which cannot properly be resolved through normal administrative channels may be raised by either the MFO or the participating government for resolution at the diplomatic level between the Director General and the designated diplomatic representative of the participating government.

I would appreciate your reply confirming the above understandings.

Sincerely,

Leamon R. Hunt
Director General
Multinational Force
and Observers

Reproduced from poor document.

THE SECRETARY OF STATE
WASHINGTON

March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

This is in reply to your letter of March 26, 1982 which sets forth a number of understandings concerning participation in the MFO. I am pleased to advise you that my government confirms the understandings set forth in your letter.

Sincerely,

Alexander M. Haig, Jr.

# ISRAEL

## Peacekeeping: Multinational Force and Observers—Privileges and Immunities

*Agreement effected by exchange of notes*
*Signed at Jerusalem and Tel Aviv September 28 and October 1, 1982;*
*Entered into force October 1, 1982.*

## *The Israeli Minister of Foreign Affairs to the American Ambassador*

MINISTER OF FOREIGN AFFAIRS
שר החוץ

28 September 1982

Excellency,

I have the honour to refer to the Protocol of 3rd August 1981, related to the Treaty of Peace of 26th March 1979 between the Government of the State of Israel and the Government of the Arab Republic of Egypt, and to the Agreement between the Government of the United States of America and the Director General of the MFO concerning the participation of a United States contingent in the Multinational Force and Observers (MFO) established by the said Protocol. I propose, in accordance with Article 11(d) of the Appendix to the Protocol,[1] the following supplementary arrangement between the Government of the State of Israel and the Government of the United States of America respecting those United States military members and civilian observers of the MFO (other than those assigned to any MFO office in Israel in accordance with arrangements to be made with the MFO, who will be regarded as on duty during their assignment to such office) who enter Israel, as the receiving State within the meaning of paragraph 3 of the Appendix to the Protocol (hereinafter "Israel"), on leave or who are taking leave in Israel after having entered Israel on official duty and over whom your Government would otherwise exercise jurisdiction pursuant to paragraph 11(a) of that Appendix (hereinafter called vacationing United States members of the MFO). This arrangement is without prejudice to the right of Israel to request a waiver of immunity in individual cases pursuant to paragraph 11(c) of the Appendix.

(a) The Government of the United States of America waives the immunity of vacationing United States members of the MFO who are reasonably suspected of having committed while on leave in Israel offenses punishable by imprisonment of more than 3 years or death or of possessing, for personal use, dangerous drugs as defined in the Dangerous Drugs Ordinance (New Version) 5733-1973, as amended, to the extent necessary to permit the Israeli authorities to detain such suspected persons for the purpose of conducting investigations, in accordance with applicable legal procedures. As provided by applicable law, it is understood that the period for which the Israeli authorities may detain such suspected persons may not exceed 48 hours, except when detention is authorized by an order of a competent court issued following a hearing at which the suspected person may be represented by a lawyer. The Israeli authorities may seek a court order permitting detention for more than seven days only in special circumstances and with the personal approval of the Attorney General of Israel. The Israeli authorities shall notify the Director General of the MFO and the designated representative of the Government of the United States of America of the Attorney General's intention to request such a court order at least twenty-four hours prior to his doing so. Any views which the Government of the United States of America may express shall be brought to the attention of the Attorney General, in order that he may take them into account.

---

[1] TIAS 10557; *ante*, 3349.

After detention under this section and except as provided in section (b) below, the Israeli authorities shall transfer the custody of such suspected persons to the MFO authorities for investigation and trial in accordance with national law as provided in the Protocol. The Government of the United States of America shall inform the Israeli authorities as to the results of legal proceedings taken with respect to such suspected persons in accordance with paragraph 11 of the Appendix to the Protocol following their transfer to custody of the MFO.

In accordance with United States law, an alleged victim of a crime, his family and/or his representative may be present at any trial for that crime of a member of the MFO transferred to the MFO in accordance with this section.

A member of the MFO who is detained by the Israeli authorities in accordance with this section shall be afforded all procedural guarantees established by applicable law, including the following guarantees:

(i) to consult with a lawyer within a reasonable period of time;

(ii) to have legal representation of his own choice for his defense in detention proceedings, or, if he indicates he lacks funds for his defense, to petition the court for free legal representation;

(iii) to have a writ of habeas corpus sought on his behalf.

He shall also be entitled:

(i) to have the services of a competent interpreter, if he considers it necessary;

(ii) not to be subject to the application of martial law;

(iii) in accordance with consular practice, to communicate with representatives of the MFO and of the Government of the United States of America and to have such representatives present at detention proceedings;

(iv) in accordance with applicable prison regulations, to have the right to be visited by representatives of the MFO and of the Government of the United States of America and by members of his immediate family, and to receive during such visits material and medical assistance.

(b) The Government of the United States of America waives the immunity of vacationing United States members of the MFO whom the Government of the State of Israel intends to bring to trial for weapons offenses committed while on leave in Israel, in violation of Article 144 of the Penal Law, 5737-1977, or for drug felonies committed while on leave in Israel in violation of Articles 7 and 13-20 of the Dangerous Drugs Ordinance (New Version) 5733-1973, as amended, (attached hereto), including procurement, conspiracy and attempts to commit such offenses, it being understood that none of the offenses described in this section is punishable by death.

The Israeli authorities shall notify the Director General of the MFO and the designated representative of the Government of the United States of America of the Attorney General's intention to bring such MFO members to trial at least twenty-four hours prior to presenting charges against such members. Any views which the Government of the United States of America may express shall be brought to the attention of the Attorney General, in order that he may take them into account.

(c) For purposes of this arrangement, a member of the MFO present in Israel shall be considered on leave unless that member's name has been forwarded in advance to the Israeli authorities as being in Israel on official duty in accordance with the regular mutually accepted procedures prevailing in this regard. The Director General of the MFO shall determine any question arising as to whether a member of the MFO whose name has been forwarded in accordance with those procedures was on official duty at the time the alleged offense was committed.

(d) In accordance with protocol and consular practice, the Israeli authorities shall notify immediately the Director General of the MFO and the designated representative of the Government of the United States of America of the detention of a vacationing United States member of the MFO, and of any further action taken.

(e) A member of the MFO who is to be brought to trial in accordance with the foregoing provisions shall be afforded all procedural guarantees established by applicable law, including the following guarantees:

(i) to a prompt and speedy trial;

(ii) to be informed, in advance of trial, of the specific charge or charges made against him;

(iii) to be confronted with the witnesses against him;

(iv) to have compulsory process for obtaining evidence and witnesses in his favour, if they are within the jurisdiction of the State of Israel;

(v) to have legal representation of his own choice for his defense, or, if he indicates he lacks funds for his defense, to petition the court for free legal representation.

He shall also be entitled:

(i) to have the services of a competent interpreter, if he considers it necessary;

(ii) in accordance with consular practice to communicate with representatives of the MFO and of the Government of the United States of America and to have such representatives present at his trial;

(iii) not to be subject to the application of martial law or trial by military courts or special tribunals;

(iv) in accordance with applicable prison regulations, to have the right to be visited by representatives of the MFO and of the Government of the United States of America and by members of his immediate family, and to receive during such visits material and medical assistance.

(f) At the request of either Government, the Government of the State of Israel and the Government of the United States of America shall review this arrangement.

I have the honour to propose, if the foregoing is acceptable to you, that this letter and your reply thereto shall together constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

Yitzhak Shamir
Minister of Foreign Affairs

H. E. Samuel Lewis
Ambassador of the United States of America
in Israel

*State of Israel*

### DANGEROUS DRUGS ORDINANCE (NEW VERSION), 5733-1973.

Possession and use.

7. (a) A person shall not be in possession of, or use, a dangerous drug, save in so far as permitted by this Ordinance or by regulations made thereunder, or under a license from the Director.

(b) The provision of this section relating to the prohibition of possession shall not apply to a dangerous drug in lawful transit under this Ordinance.

(Amendment 5739-1979)

(c) A person who contravenes to the provisions of this section is liable to imprisonment to a term of 15 years or a fine of half a million pounds. But if he possessed drugs or uses them solely for his own needs, he is liable to imprisonment for a term of 3 years or a fine of 50 thousand pounds.

### Article Two: Trade and Transit

Export, import trade and supply.

13. A person shall not export, import or facilitate the export or import of, or trade in, or effect any other transaction in respect of, or supply a dangerous drug in any manner whatsoever, whether with or without consideration, save in so far as permitted by this Ordinance or by regulations made thereunder or under a license from the Director.

Acting as go-between.

14. A person shall not act as a go-between, whether with or without consideration, in respect of an act prohibited under section 13.

Conveying in transit.

15. A person shall not convey any dangerous drug through Israel in transit save from a country from which it may be lawfully exported to a country into which it may be lawfully imported. If the drug comes from a country party to the Convention, it shall, moreover, be accompanied by a valid export permit or diversion permit.

Diversion.

16. (a) No person shall, except under a diversion•permit, cause any dangerous drug brought into Israel in transit to be diverted to any destination other than that to which it was originally consigned.

(b) Where a drug in transit is accompanied by an export permit or diversion permit from a competent authority of a foreign country, the country of destination indicated in the permit shall be regarded as the country from which the drug was originally consigned.

Moving drug in transit.

17. (a) A person shall not remove any dangerous drug from the conveyance by which it is brought into Israel in transit, or move any dangerous drug in Israel after removal as aforesaid, save under a removal license from the Director of the Department of Customs and Excise.

Tampering with drug in transit.

18. A person shall not subject any dangerous drug in transit to any process which would alter its nature, nor wilfully open or break a package containing any such drug, save upon the instructions of the Director and in such manner as he may direct.

Restriction on application.

19. The provisions of sections 15 to 18 shall not apply—

(1) to a dangerous drug in transit by the post;

(2) to a dangerous drug in transit by air if the aircraft passes over Israel without landing;

(3) to such a quantity of a dangerous drug as may, *bona fide*, reasonably form a part of the medical stores of any vessel or aircraft.

Penalties (Amendment 5739–1979)

19. A. A person who contravenes to the provisions of this Article is liable to imprisonment for a term of 15 years or a fine of half a million pounds.

Control of dangerous drugs in transit.

20. Subject to the restriction imposed by section 19, the Director of the Department of Customs and Excise or an officer authorized by him may require the production of the export permit or diversion permit relating to a consignment of dangerous drugs carried in transit through Israel and to take such further action in respect of the consignment as may be prescribed by regulations.

### *The American Ambassador to the Israeli Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

Tel Aviv, October 1, 1982

Excellency:

I have the honor to acknowledge receipt of your letter of 28 September 1982 proposing a supplementary arrangement between our two Governments, in accordance with Article 11(d) of the Appendix to the Protocol between the State of Israel and the Arab Republic of Egypt concerning the establishment and maintenance of the Multinational Force and Observers (MFO) of 3 August 1981.

I have the further honor to inform you that the proposal made therein is acceptable to my Government, which therefore agrees that your letter and the present reply shall constitute an agreement between our two Governments, which shall enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

Samuel Lewis. [1]

His Excellency
Yitzhak Shamir
Minister of Foreign Affairs of
Israel

---

[1] Samuel Lewis.

# REPUBLIC OF KOREA

## Defense: Assistance and Training

*Agreement effected by exchange of notes*
*Dated at Seoul February 14 and 25, 1977;*
*Entered into force February 25, 1977.*

*The American Embassy to the Korean Ministry of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 290

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to recently enacted provisions of United States law affecting eligibility for U.S. military assistance and training.

The provisions of the International Security Assistance and Arms Export Control Act of 1976[1] establish new statutory authority for military education and training which heretofore have been furnished by the United States Government as a defense service under its military assistance program. In addition, these new provisions prohibit the furnishing of military assistance or related training unless the recipient country agrees that it will observe the same conditions regarding training and services as have previously been required with respect to defense articles. These conditions are that, without the consent of the United States Government, the recipient country will not permit the use of such articles, services, or training by anyone not an officer, employee, or agent of that country; that it will not transfer or permit their transfer by gift, sale, or otherwise; that it will not use them or permit their use for purposes other than those for which furnished; that it will maintain their security; that it will permit continuous observation and review by United States Government representatives regarding their use; and that, unless the United States Government consents to other disposition, it will return them to the United States Government when no longer needed.

---

[1] 90 Stat. 729; 22 U.S.C. §2151 note.

The agreement between the United States Government and the Government of the Republic of Korea dated January 26, 1950[1] contains the requisite assurances with respect to defense articles and defense services furnished to the Government of the Republic of Korea by the United States Government. Since at the time that agreement entered into force training was furnished by the United States Government as a defense service, the United States Government interprets the agreement as being applicable to training now furnished under the separate military education and training program. Accordingly, it is the understanding of the United States Government that no further agreement is necessary to implement the newly enacted provisions of United States law described above.

---

[1] TIAS 2019; 1 UST 137.

The Embassy would appreciate the Ministry's confirmation that it shares the foregoing interpretation and understanding with respect to military training and education.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Seoul, February 14, 1977

## *The Korean Ministry of Foreign Affairs to the American Embassy*

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF KOREA

OMY - 159

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy Note No. 290 dated February 14, 1977, which reads as follows:

**[For text of the U.S. note, see pp. 3406-2—3406-4.]**

The Ministry of Foreign Affairs has the further honor to inform the Embassy of the United States of America that the Ministry shares the foregoing interpretation and understanding with respect to military training and education.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Seoul
February 25, 1977

# TURKEY

## Atomic Energy: Peaceful Uses of Nuclear Energy

*Agreement effected by exchange of notes*
*Signed at Ankara April 15 and June 9, 1981;*
*Entered into force June 9, 1981.*

## *The American Ambassador to the Turkish Minister of Foreign Affairs*

No. 154 Ankara, April 15, 1981

Excellency:

I have the honor to refer to the Agreement for Cooperation between the Government of the United States of America and the Government of the Turkish Republic concerning civil uses of atomic energy, signed at Washington on June 10, 1955, as amended.[1]

The Agreement for Cooperation, as amended, will by its terms expire on June 9, 1981. The Government of the United States of America affirms its desire to conclude a new Agreement for Cooperation with the Government of the Turkish Republic and to continue cooperation in the peaceful uses of nuclear energy.

It is the understanding of the Government of the United States of America that, with respect to any materials, equipment or devices which are subject to the Agreement for Cooperation, as amended, the Government of the Turkish Republic will continue, upon expiration of that Agreement, to hold such materials, equipment or devices subject to the terms and conditions of that Agreement and to the Agreement between the International Atomic Energy Agency, the Government of Turkey and the Government of the United States of America for the application of safeguards, signed at Vienna on September 30, 1968.[2]

Further, it is the understanding of the Government of the United States of America that the Government of the Turkish Republic shares the view that no such materials, equipment or devices may be used for any nuclear explosive device, or for research on or development of any such device.

---

[1] TIAS 3320, 4748, 5828, 6040, 7122; 6 UST 2703; 12 UST 519; 16 UST 886; 17 UST 827; 22 UST 673.

[2] TIAS 6692; 20 UST 780.

I would appreciate receiving confirmation that the Government of the Turkish Republic shares the foregoing understandings.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

His Excellency
Ilter Turkmen
Minister of Foreign Affairs,
Ankara

---

[1] James W. Spain.

### *The Turkish Minister of Foreign Affairs to the American Ambassador*

Ankara, June 9, 1981

Excellency,

I have the honour to acknowledge receipt of your Note dated April 15, 1981, No:154 which reads as follows:

[For text of the U.S. note, see pp. 3406-7—3406-8.]

In reply, I have the honour to inform you that the proposals contained in your Note are acceptable to the Government of the Republic of Turkey and that your Note and this reply will be regarded as constituting an Arrangement between our two Governments.

Please accept, Excellency, the assurances of my highest consideration.

Ilter Turkmen
Minister of Foreign Affairs

His Excellency
James W. Spain
Ambassador of the United
States of America
Ankara

# MULTILATERAL

## Marine Pollution: Intervention on the High Seas in Cases of Pollution by Substances Other Than Oil

*Protocol done at London November 2, 1973, as rectified by the proces-verbal of October 14, 1977;*[1]
*Transmitted by the President of the United States of America to the Senate July 25, 1977 (S. Ex. L, 95th Cong., 1st Sess.);*
*Reported favorably by the Senate Committee on Foreign Relations June 26, 1978 (S. Ex. Rept. No. 95-24, 95th Cong., 2d Sess.);*
*Advice and consent to ratification by the Senate July 12, 1978;*
*Ratified by the President August 3, 1978;*
*Ratification of the United States of America deposited with the Secretary General of the Inter-Governmental Maritime Consultative Organization September 7, 1978;*
*Proclaimed by the President April 11, 1983;*
*Entered into force March 30, 1983.*

---

[1] The text of the protocol which appears herein incorporates the corrections set forth in the proces-verbal.

## BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

CONSIDERING THAT:

The Protocol Relating to Intervention on the High Seas in Cases of Marine Pollution by Substances Other than Oil, 1973, with annex, was done at London on November 2, 1973, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 12, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on August 3, 1978, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on September 7, 1978, in accordance with the provisions of the Protocol;

The Protocol entered into force for the United States of America on March 30, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after March 30, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of April in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
*Secretary of State*

# PROTOCOL RELATING TO INTERVENTION ON THE HIGH SEAS IN CASES OF POLLUTION BY SUBSTANCES OTHER THAN OIL, 1973

THE PARTIES TO THE PRESENT PROTOCOL,

BEING PARTIES to the International Convention relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, done at Brussels on 29 November 1969,[1]

TAKING INTO ACCOUNT the Resolution on International Co-operation Concerning Pollutants other than Oil adopted by the International Legal Conference on Marine Pollution Damage, 1969,

FURTHER TAKING INTO ACCOUNT that pursuant to the Resolution, the Inter-Governmental Maritime Consultative Organization has intensified its work, in collaboration with all interested international organizations, on all aspects of pollution by substances other than oil,

HAVE AGREED as follows:

## ARTICLE 1

1. Parties to the present Protocol may take such measures on the high seas as may be necessary to prevent, mitigate or eliminate grave and imminent danger to their coastline or related interests from pollution or threat of pollution by substances other than oil following upon a maritime casualty or acts related to such a casualty, which may reasonably be expected to result in major harmful consequences.

2. "Substances other than oil" as referred to in paragraph 1 shall be:

(a) those substances enumerated in a list which shall be established by an appropriate body designated by the Organization and which shall be annexed to the present Protocol, and

---

[1] TIAS 8068; 26 UST 765.

(b) those other substances which are liable to create hazards to human health, to harm living resources and marine life, to damage amenities or to interfere with other legitimate uses of the sea.

3. Whenever an intervening Party takes action with regard to a substance referred to in paragraph 2(b) above that Party shall have the burden of establishing that the substance, under the circumstances present at the time of the intervention, could reasonably pose a grave and imminent danger analogous to that posed by any of the substances enumerated in the list referred to in paragraph 2(a) above.

### ARTICLE II

1. The provisions of paragraph 2 of Article I and of Articles II to VIII of the Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, 1969, and the Annex thereto as they relate to oil, shall be applicable with regard to the substances referred to in Article I of the present Protocol.

2. For the purpose of the present Protocol the list of experts referred to in Articles III(c) and IV of the Convention shall be extended to include experts qualified to give advice in relation to substances other than oil. Nominations to the list may be made by Member States of the Organization and by Parties to the present Protocol.

### ARTICLE III

1. The list referred to in paragraph 2(a) of Article I shall be maintained by the appropriate body designated by the Organization.

2. Any amendment to the list proposed by a Party to the present Protocol shall be submitted to the Organization and circulated by it to all Members of the Organization and all Parties to the present Protocol at least three months prior to its consideration by the appropriate body.

3. Parties to the present Protocol whether or not Members of the Organization shall be entitled to participate in the proceedings of the appropriate body.

4. Amendments shall be adopted by a two-thirds majority of only the Parties to the present Protocol present and voting.

5. If adopted in accordance with paragraph 4 above, the amendment shall be communicated by the Organization to all Parties to the present Protocol for acceptance.

6. The amendment shall be deemed to have been accepted at the end of a period of six months after it has been communicated, unless within that period an objection to the amendment has been communicated to the Organization by not less than one-third of the Parties to the present Protocol.

7. An amendment deemed to have been accepted in accordance with paragraph 6 above shall enter into force three months after its acceptance for all Parties to the present Protocol, with the exception of those which before that date have made a declaration of non-acceptance of the said amendment.

## ARTICLE IV

1. The present Protocol shall be open for signature by the States which have signed the Convention referred to in Article II or acceded thereto, and by any State invited to be represented at the International Conference on Marine Pollution 1973. The Protocol shall remain open for signature from 15 January 1974 until 31 December 1974 at the Headquarters of the Organization.

2. Subject to paragraph 4 of this Article, the present Protocol shall be subject to ratification, acceptance or approval by the States which have signed it.

3. Subject to paragraph 4, this Protocol shall be open for accession by States which did not sign it.

4. The present Protocol may be ratified, accepted, approved or acceded to only by States which have ratified, accepted, approved or acceded to the Convention referred to in Article II.

### ARTICLE V

1. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Secretary-General of the Organization.

2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to the present Protocol with respect to all existing Parties or after the completion of all measures required for the entry into force of the amendment with respect to all existing Parties shall be deemed to apply to the Protocol as modified by the amendment.

### ARTICLE VI

1. The present Protocol shall enter into force on the ninetieth day following the date on which fifteen States have deposited instruments of ratification, acceptance, approval or accession with the Secretary-General of the Organization, provided however that the present Protocol shall not enter into force before the Convention referred to in Article II has entered into force.

2. For each State which subsequently ratifies, accepts, approves or accedes to it, the present Protocol shall enter into force on the ninetieth day after the deposit by such State of the appropriate instrument.

### ARTICLE VII

1. The present Protocol may be denounced by any Party at any time after the date on which the Protocol enters into force for that Party.

2. Denunciation shall be effected by the deposit of an instrument to that effect with the Secretary-General of the Organization.

3. Denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, after its deposit with the Secretary-General of the Organization.

4. Denunciation of the Convention referred to in Article II by a Party shall be deemed to be a denunciation of the present Protocol by that Party. Such denunciation shall take effect on the same day as the denunciation of the Convention takes effect in accordance with paragraph 3 of Article XII of that Convention.

## ARTICLE VIII

1. A conference for the purpose of revising or amending the present Protocol may be convened by the Organization.

2. The Organization shall convene a conference of Parties to the present Protocol for the purpose of revising or amending it at the request of not less than one-third of the Parties.

## ARTICLE IX

1. The present Protocol shall be deposited with the Secretary-General of the Organization.

2. The Secretary-General of the Organization shall:

- (a) inform all States which have signed the present Protocol or acceded thereto of:
  - (i) each new signature or deposit of an instrument together with the date thereof;
  - (ii) the date of entry into force of the present Protocol;
  - (iii) the deposit of any instrument of denunciation of the present Protocol together with the date on which the denunciation takes effect;
  - (iv) any amendments to the present Protocol or its Annex and any objection or declaration of non-acceptance of the said amendment;
- (b) transmit certified true copies of the present Protocol to all States which have signed the present Protocol or acceded thereto.

## ARTICLE X

As soon as the present Protocol enters into force, a certified true copy thereof shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations. [1]

## ARTICLE XI

The present Protocol is estabished in a single original in the English, French, Russian and Spanish languages, all four texts being equally authentic.

IN WITNESS WHEREOF the undersigned being duly authorized for that purpose have signed the present Protocol.

DONE AT LONDON this second day of November one thousand nine hundred and seventy-three.

---

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176.

## ANNEX

## LIST OF SUBSTANCES ESTABLISHED BY THE MARINE ENVIRONMENT PROTECTION COMMITTEE OF THE ORGANIZATION IN ACCORDANCE WITH PARAGRAPH 2(a) OF ARTICLE I

1. Oil (when carried in bulk)

Asphalt Solutions

Blending Stocks
Roofers Flux
Straight Run Residue

Oil

Clarified
Mixtures containing Crude Oil
Road Oil
Aromatic Oil (excluding vegetable oil)
Blending Stocks
Mineral Oil
Penetrating Oil
Spindle Oil
Turbine Oil

Distillates

Straight Run
Flashed Feed Stocks

Gas Oil

Cracked

Gasoline Blending Stocks

Alkylates - fuel
Reformates
Polymer - fuel

Gasolines

Casinghead (natural)
Automotive
Aviation
Straight Run

Jet Fuels

JP-1 (Kerosene)
JP-3
JP-4
JP-5 (Kerosene, heavy)
Turbo Fuel
Mineral Spirit

Naphtha

Solvent
Petroleum
Heartcut Distillate Oil

2. Noxious Substances

Acetic anhydride
Acetone
Acetone cyanohydrin
Acrolein
Acrylonitrile
Aldrin
Allyl isothiocyanate
Aluminium phosphide
Ammonia (28% aqueous)
Ammonium phosphate
Amyl mercaptan
Aniline
Aniline hydrochloride
Antimony compounds
Arsenic compounds
Atrazine
Azinphos methyl (Guthion)
Barium azide
Barium cyanide
Barium oxide
Benzene
Benzenehexachloride isomers (Lindane)
Benzidine
Beryllium powder
Bromine
Bromobenzyl cyanide
n-Butyl acrylate
Butyric acid
Cacodylic acid
Cadmium compounds
Carbaryl (Sevin)
Carbon disulphide
Carbontetrachloride
Chlorodane
Chloroacetone
Chloroacetophenone
Chlorodinitrobenzene
Chloroform
Chlorohydrins (crude)

Chloropicrin
Chromic acid (Chromium trioxide)
Cocculus (solid)
Copper compounds
Cresols
Cupriethylene diamine
Cyanide compounds
Cyanogen bromide
Cyanogen chloride
DDT
Dichloroanilines
Dichlorobenzenes
Dieldrin
Dimethoate (Cygon)
Dimethyl amine (40% aqueous)
Dinitroanilines
4,6-Dinitroorthocresol
Dinitrophenols
Endosulphan (Thiodan)
Endrin
Epichlorohydrin
Ethyl bromoacetate
Ethylene chlorohydrin (2-Chloro-ethanol)
Ethylene dichloride
Ethyl parathion
Fentin acetate (dry)
Fluosilicic acid
Heptachlor
Hexachlorobenzene
Hexaethyl tetraphosphate
Hydrocyanic acid
Hydrofluoric acid (40% aqueous)
Isoprene
Lead compounds
Lindane (Gammexane, BHC)
Malathion
Mercuric compounds
Methyl alcohol
Methylene chloride
Molasses
Naphthalene (molten)
Naphthylthiourea
Nitric acid (90%)
Oleum
Parathion
Paraquat
Phenol
Phosphoric acid
Phosphorus (elemental)
Polyhalogenated biphenyls
Sodium pentachlorophenate (solution)
Styrene monomer
Toluene
Toluene diisocyanate
Toxaphene
Tritolyl phosphate (Tricresyl phosphate)
2, 4, 5-T

3. Liquefied Gases (when carried in bulk)

Acetaldehyde
Anhydrous Ammonia
Butadiene
Butane
Butane/Propane Mixtures
Butylenes
Chlorine
Dimethylamine
Ethyl Chloride
Ethane
Ethylene
Ethylene Oxide
Methane (LNG)
Methyl Acetylene Propadiene mixture
Methyl Bromide
Methyl Chloride
Propane
Propylene
Vinyl Chloride Monomer
Anhydrous Hydrogen Chloride
Anhydrous Hydrogen Fluoride
Sulphur Dioxide

4. Radioactive Substances

Radioactive substances, including, but not limited to, elements and compounds the isotopes of which are subject to the requirements of Section 835 of the Regulations for the Safe Transport of Radioactive Materials, 1973 Revised Edition, published by the International Atomic Energy Agency, and which may be found to be stored or transported as substances and/or materials in Type A packages, Type B packages, as fissile materials or materials transported under special arrangements, such as

$^{60}$Co, $^{137}$Cs, $^{226}$Ra, $^{239}$Pu, $^{235}$U.

# PROTOCOLE DE 1973 SUR L'INTERVENTION EN HAUTE MER EN CAS DE POLLUTION PAR DES SUBSTANCES AUTRES QUE LES HYDROCARBURES

LES PARTIES AU PRESENT PROTOCOLE,

ETANT PARTIES à la Convention internationale sur l'intervention en haute mer en cas d'accident entraînant ou pouvant entraîner une pollution par les hydrocarbures, faite à Bruxelles le 29 novembre 1969,

PRENANT EN CONSIDERATION la résolution sur la coopération internationale en matière de pollution par des agents autres que les hydrocarbures adoptée par la Conférence juridique internationale de 1969 sur les dommages dus à la pollution des eaux de la mer,

PRENANT EGALEMENT EN CONSIDERATION le fait que, conformément à ladite résolution, l'Organisation intergouvernementale consultative de la navigation maritime a intensifié, en collaboration avec toutes les autres organisations internationales intéressées, ses travaux relatifs aux différents aspects de la pollution par des substances autres que les hydrocarbures,

SONT CONVENUES de ce qui suit :

## ARTICLE PREMIER

1. Les Parties au présent Protocole peuvent prendre en haute mer les mesures nécessaires pour prévenir, atténuer ou éliminer les dangers graves et imminents que présentent pour leurs côtes ou intérêts connexes une pollution ou une menace de pollution par des substances autres que les hydrocarbures à la suite d'un accident de mer ou des actions afférentes à un tel accident, susceptibles selon toute vraisemblance d'avoir des conséquences dommageables très importantes.

2. Les "substances autres que les hydrocarbures" visées au paragraphe 1 sont :

a) les substances énumérées dans une liste qui sera établie par un organe compétent désigné par l'Organisation et annexée au présent Protocole, et

b) les autres substances susceptibles de mettre en danger la santé de l'homme, de nuire aux ressources vivantes, à la faune et à la flore marines, de porter atteinte aux agréments ou de gêner toutes autres utilisations légitimes de la mer.

3. Chaque fois qu'une Partie prend des mesures au sujet d'une substance mentionnée au paragraphe 2, alinéa b), il lui appartient de prouver que cette substance risquait selon toute vraisemblance, dans les circonstances existant au moment de l'intervention, de constituer un danger grave et imminent analogue à celui que présente l'une quelconque des substances énumérées dans la liste mentionnée au paragraphe 2, alinéa b) ci-dessus.

## ARTICLE II

1. Les dispositions de l'article premier, paragraphe 2 et des articles II à VIII de la Convention internationale sur l'intervention en haute mer en cas d'accident entraînant ou pouvant entraîner une pollution par les hydrocarbures, 1969, ainsi que celles de l'Annexe de cette Convention, qui se rapportent aux hydrocarbures, s'appliquent aux substances visées à l'article I du présent Protocole.

2. Aux fins du présent Protocole, la liste d'experts visée à l'article III, paragraphe c) et à l'article IV de la Convention est élargie afin de comprendre les experts qualifiés pour donner des avis sur les substances autres que les hydrocarbures. Les Etats membres de l'Organisation et les Parties au présent Protocole peuvent soumettre des noms en vue de l'établissement de la liste.

## ARTICLE III

1. La liste visée au paragraphe 2, alinéa a) de l'article premier est tenue à jour par l'organe compétent désigné par l'Organisation.

2. Tout amendement qu'une Partie au présent Protocole propose d'apporter à la liste est soumis à l'Organisation qui le communique à tous les Membres de l'Organisation et à toutes les Parties au présent Protocole trois mois au moins avant son examen par l'organe compétent.

3. Les Parties au présent Protocole, qu'elles soient ou non membres de l'Organisation, sont admises à participer aux délibérations de l'organe compétent.

4. Les amendements sont adoptés à la majorité des deux tiers des seules Parties au présent Protocole présentes et votantes.

5. Tout amendement adopté en vertu du paragraphe 4 ci-dessus est communiqué par l'Organisation à toutes les Parties au présent Protocole pour acceptation.

6. Un amendement est réputé accepté six mois après avoir été ainsi communiqué, à moins que, durant cette période, un tiers au moins des Parties au Protocole n'adresse à l'Organisation une objection à cet amendement.

7. Trois mois après la date de son acceptation conformément aux dispositions du paragraphe 6 ci-dessus, un amendement entre en vigueur pour toutes les Parties au présent Protocole, à l'exception de celles qui ont fait, avant cette date, une déclaration aux termes de laquelle elles n'acceptent pas ledit amendement.

## ARTICLE IV

1. Le présent Protocole est ouvert à la signature des Etats qui ont signé la Convention visée à l'article II ou qui y ont adhéré et de tous les Etats invités à se faire représenter à la Conférence internationale de 1973 sur la pollution des mers. Le Protocole reste ouvert à la signature du 15 janvier 1974 jusqu'au 31 décembre 1974 au siège de l'Organisation.

2. Sous réserve des dispositions du paragraphe 4, le présent Protocole est soumis à ratification, acceptation ou approbation par les Etats qui l'ont signé.

3. Sous réserve des dispositions du paragraphe 4, les Etats qui n'ont pas signé le présent Protocole peuvent y adhérer.

4. Seuls les Etats qui ont ratifié, accepté ou approuvé la Convention visée à l'article II ou qui y ont adhéré, peuvent ratifier, accepter ou approuver le présent Protocole ou y adhérer.

### ARTICLE V

1. La ratification, l'acceptation, l'approbation ou l'adhésion s'effectuent par le dépôt d'un instrument en bonne et due forme auprès du Secrétaire général de l'Organisation.

2. Tout instrument de ratification, d'acceptation, d'approbation ou d'adhésion, déposé après l'entrée en vigueur d'un amendement au présent Protocole à l'égard de toutes les Parties existantes ou après l'accomplissement de toutes les mesures requises pour l'entrée en vigueur de l'amendement à l'égard desdites Parties, est réputé s'appliquer au Protocole modifié par l'amendement.

### ARTICLE VI

1. Le présent Protocole entre en vigueur le quatre-vingt-dixième jour après la date à laquelle quinze Etats ont déposé un instrument de ratification, d'acceptation, d'approbation ou d'adhésion auprès du Secrétaire général de l'Organisation, à condition toutefois que le présent Protocole n'entre pas en vigueur avant l'entrée en vigueur de la Convention visée à l'article II.

2. Pour chacun des Etats qui ratifient, acceptent, approuvent le présent Protocole ou y adhèrent ultérieurement, il entre en vigueur le quatre-vingt-dixième jour après le dépôt par cet Etat de l'instrument approprié.

### ARTICLE VII

1. Le présent Protocole peut être dénoncé par l'une quelconque des Parties à tout moment à compter de la date à laquelle le présent Protocole entre en vigueur à l'égard de cette Partie.

2. La dénonciation s'effectue par le dépôt d'un instrument à cet effet auprès du Secrétaire général de l'Organisation.

3. La dénonciation prend effet un an après la date de dépôt de l'instrument pertinent auprès du Secrétaire général de l'Organisation ou à l'expiration de toute période plus longue qui pourrait être spécifiée dans cet instrument.

4. Toute dénonciation de la Convention visée à l'article II par une Partie constitue une dénonciation du présent Protocole par cette Partie. Elle prend effet à la date à laquelle la dénonciation de la Convention prend elle-même effet conformément au paragraphe 3 de l'article XII de cette Convention.

## ARTICLE VIII

1. L'Organisation peut convoquer une conférence ayant pour objet de réviser ou d'amender le présent Protocole.

2. A la demande du tiers au moins des Parties, l'Organisation convoque une conférence des Parties au présent Protocole ayant pour objet de réviser ou d'amender le présent Protocole.

## ARTICLE IX

1. Le présent Protocole sera déposé auprès du Secrétaire général de l'Organisation.

2. Le Secrétaire général de l'Organisation :

a) informe tous les Etats qui ont signé le présent Protocole ou y ont adhéré :

i) de toute signature nouvelle ou dépôt d'instrument nouveau et de la date à laquelle cette signature ou ce dépôt sont intervenus;

ii) de la date d'entrée en vigueur du présent Protocole;

iii) de tout dépôt d'instrument dénonçant le présent Protocole et de la date à laquelle cette dénonciation prend effet;

iv) de tout amendement au présent Protocole ou à son Annexe ainsi que de toute objection ou de toute déclaration selon laquelle ledit amendement n'est pas accepté;

b) transmet des copies conformes du présent Protocole à tous les Etats signataires de ce Protocole et à tous les Etats qui y adhèrent.

## ARTICLE X

Dès l'entrée en vigueur du présent Protocole, le Secrétaire général de l'Organisation en transmet une copie conforme au Secrétariat des Nations Unies en vue de son enregistrement et de sa publication conformément à l'Article 102 de la Charte des Nations Unies.

## ARTICLE XI

Le présent Protocole est établi en un seul exemplaire en langues anglaise, espagnole, française et russe, les quatre textes faisant également foi.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé le présent Protocole.

FAIT à Londres ce deux novembre mil neuf cent soixante-treize.

## ANNEXE

### LISTE DE SUBSTANCES ETABLIE PAR LE COMITE DE LA PROTECTION DU MILIEU MARIN DE L'ORGANISATION CONFORMEMENT A L'ALINEA a) DU PARAGRAPHE 2 DE L'ARTICLE PREMIER

1. Hydrocarbures suivants (lorsqu'ils sont transportés en vrac) :

Asphalte (bitume)

Bases pour mélanges
Asphalte pour étanchéité
Bitume direct

Hydrocarbures

Huile clarifiée
Mélanges contenant du pétrole brut
Bitume routier
Produits à caractère aromatique (à l'exclusion des huiles végétales)
Bases pour mélanges
Huile minérale
Huile d'imprégnation
Huile à broches (spindle)
Huile turbine

Gas oils atmosphériques

Directs
Séparation flash

Distillats paraffineux

Gas oil de craquage

Bases pour carburants

Alkylats pour carburants
Réformats
Polymère pour essence

Essences

Condensats
Carburant auto
Essence aviation

Carburéacteurs

JP-1 (Kerosine)
JP-3
JP-4
JP-5 (Kerosine, Heavy)
Turbo fuel
Essence minérale (White Spirit)

} Suivant spécifications américaines

Naphta

Solvant léger
Solvant lourd
Coupe étroite

2. Substances nocives :

Acétate de fentine (sec)
Acétone
Acide butyrique
Acide cacodylique
Acide chromique
Acide cyanhydrique
Acide fluorhydrique (solution aqueuse à 40%)
Acide fluosilicique
Acide nitrique (90%)
Acide phosphorique
Acroléine
Acrylate de butyle normal
Acrylonitrile
Alcool méthylique
Aldrine
Ammoniac (solution aqueuse à 28%)
Anhydride acétique
Aniline
Antimoine, composés d'
Arsenicaux, composés
Atrazine
Azinphos méthyl (Guthion)
Azoture de baryum
Benzène
Benzidine
Béryllium en poudre
Bichlorure d'éthylène
Biphéniles polyhalogénés
Bromoacétate d'éthyle
Brome
Bromure de cyanogène
Cadmium (composés de)
Carbaryl (Sevin)
Chloracétone
Chloracétophénone
Chlordane
Chlorhydrate d'aniline
Chlorhydrines (brutes)
Chloroforme

Chloropiorine
Chlorure de cyanogène
Chlorure de méthylène
Coque du levant (solide)
Cuivre (composés du)
Cupriéthylènediamine
Crésols
Cyanhydrine d'acétone
Cyanure (composés du)
Cyanure de baryum
Cyanure de bromobenzyle
D.D.T.
Dichloranilines
Dichlorobenzènes
Dieldrine
Di-isocyanate de toluylène
Diméthoate (Cygon)
Diméthylamine (solution aqueuse à 40%)
Dinitranilines
Dinitrochlorobenzène
4,6-Dinitro-orthocrésol
Dinitrophénols
Endosulphan (Thiodan)
Endrine
Epichlorhydrine
Éthyl parathion
Heptachlore
Hexachlorobenzène
Hexachlorure de benzène (isomères) (Lindane)
Isoprène
Isothiocyanate d'allyle
Lindane (Gammexane, BHC)
Malathion
Mélasses
Mercaptan amylique
Mercuriels, composés
Monochlorhydrine du glycol (2-Chloréthanol)
Naphtaline (fondue)
Naphtylthiourée
Oleum
Oxyde de baryum
Paraquat
Parathion
Pentachlorophénate de sodium (solution)
Phénol
Phosphate d'ammonium
Phosphate de tricrésyle
Phosphore (élémentaire)
Phosphure d'aluminium
Plomb (composés du)
Styrène
Sulfure de carbone
2, 4, 5-T
Tétrachlorure de carbone
Tétraphosphate hexaéthylique
Toluène
Toxaphène

Reproduced from poor document.

3. Gaz liquéfiés (lorsqu'ils sont transportés en vrac) :

Acétaldéhyde
Acide chlorhydrique, anhydre
Acide fluorhydrique, anhydre
Ammoniac, anhydre
Anhydride sulfureux
Bromure de méthyle
Butadiène
Butane
Butane/Propane (mélanges de)
Butylènes (Butènes)
Chlore
Chlorure d'éthyle
Chlorure de méthyle
Chlorure de vinyle
Diméthylamine
Ethane
Ethylène
Méthane (gaz naturel liquéfié)
Méthyle acétylène et propadiène (mélange de)
Oxyde d'éthylène
Propane
Propylène

4. Matières radioactives :

Matières radioactives, y compris notamment les éléments et les composés dont les isotopes sont soumis aux dispositions de la section 835 du Règlement de transport des matières radioactives (Edition révisée de 1973, publiée par l'Agence internationale de l'énergie atomique), qui peuvent être entreposées ou transportées sous forme de matières en colis de type A, en colis de type B, sous forme de matières fissiles ou de matières transportées au titre d'arrangements spéciaux, telles que

$^{60}\mathrm{Co}$, $^{137}\mathrm{Cs}$, $^{226}\mathrm{Ra}$, $^{239}\mathrm{Pu}$, $^{235}\mathrm{U}$.

# ПРОТОКОЛ О ВМЕШАТЕЛЬСТВЕ В ОТКРЫТОМ МОРЕ В СЛУЧАЯХ ЗАГРЯЗНЕНИЯ ВЕЩЕСТВАМИ, ИНЫМИ ЧЕМ НЕФТЬ, 1973 Г.

СТОРОНЫ НАСТОЯЩЕГО ПРОТОКОЛА,

ЯВЛЯЯСЬ СТОРОНАМИ Международной конвенции относительно вмешательства в открытом море в случаях аварий, приводящих к загрязнению нефтью, заключенной в Брюсселе 29 ноября 1969 г.,

ПРИНИМАЯ ВО ВНИМАНИЕ Резолюцию о международном сотрудничестве в отношении загрязняющих веществ, иных чем нефть, принятую Международной юридической конференцией по вопросам ущерба от загрязнения моря 1969 г.,

ПРИНИМАЯ ДАЛЕЕ ВО ВНИМАНИЕ, что в соответствии с этой Резолюцией Межправительственная морская консультативная организация в сотрудничестве со всеми заинтересованными международными организациями усилила свою работу по всем вопросам, связанным с предотвращением загрязнения веществами, иными чем нефть,

СОГЛАСИЛИСЬ о нижеследующем:

## СТАТЬЯ I

1. Стороны настоящего Протокола могут принимать в открытом море такие меры, которые могут оказаться необходимыми для предотвращения, уменьшения или устранения серьезной и реальной опасности, которую представляет для их побережья и связанных с ним интересов загрязнение или угроза загрязнения веществами, иными чем нефть, вследствие морской аварии или действий, связанных с такой аварией, которые, как разумно можно ожидать, повлекут значительные вредные последствия.

2. Упомянутые в пункте 1 "вещества", иные чем нефть", означают:

a) вещества, перечисленные в списке, который будет составлен соответствующим органом, назначенным Организацией, и приложен к настоящему Протоколу, и

b) другие вещества, которые способны создать опасность для здоровья людей, причинить ущерб живым ресурсам, морской фауне и флоре, ухудшить условия отдыха или помешать другим видам правомерного использования моря.

3. Каждый раз, когда Сторона принимает меры в отношении вещества, упомянутого в подпункте b) пункта 2, она должна доказать, что это вещество, насколько можно разумно предположить, представляло при обстоятельствах, существовавших в момент вмешательства, серьезную и реальную опасность, аналогичную той, которую представляет какое-либо из веществ, перечисленных в списке, упомянутом в подпункте a) пункта 2.

## СТАТЬЯ II

1. Положения пункта 2 Статьи I и Статей II-VIII Международной конвенции относительно вмешательства в открытом море в случаях аварий, приводящих к загрязнению нефтью, 1969 г., и положения Приложения к этой Конвенции, которые относятся к нефти, применяются к веществам, указанным в Статье I настоящего Протокола.

2. Для целей настоящего Протокола список экспертов, указанный в пункте c) Статьи III и в Статье IV Конвенции, должен быть расширен таким образом, чтобы он включал экспертов, компетентных высказать суждение о веществах, иных чем нефть. Эксперты для включения в список могут предлагаться Государствами-членами Организации и Сторонами настоящего Протокола.

## СТАТЬЯ III

1. Список, указанный в подпункте а) пункта 2 Статьи I, поддерживается в надлежащем состоянии соответствующим органом, назначенным Организацией.

2. Любая поправка, которую Сторона настоящего Протокола предлагает внести в список, представляется Организации и сообщается ею всем членам Организации и всем Сторонам настоящего Протокола не менее, чем за три месяца до рассмотрения поправки этим соответствующим органом.

3. Стороны настоящего Протокола, независимо от того, являются они или не являются членами Организации, могут участвовать в заседаниях этого соответствующего органа.

4. Поправки одобряются большинством в две трети голосов только Сторон Протокола, присутствующих и голосующих.

5. Поправка, одобренная в соответствии с приведенным выше пунктом 4, направляется Организацией всем Сторонам настоящего Протокола для принятия.

6. Поправка считается принятой через шесть месяцев после того, как она была разослана Организацией, если только в течение этого периода Организации не будут направлены не менее, чем от одной трети Сторон Протокола возражения против поправки.

7. Через три месяца со дня принятия поправки в соответствии с положениями приведенного выше пункта 6, она вступает в силу в отношении всех Сторон настоящего Протокола, за исключением тех, которые до этой даты сделали заявление о том, что они не принимают эту поправку.

## СТАТЬЯ IV

1. Настоящий Протокол открыт для подписания Государствами, которые подписали упомянутую в Статье II Конвенцию или присоединились к ней, и Государствами, приглашенными участвовать в Международной конференции по предотвращению загрязнения моря I973 г. Протокол открыт для подписания с I5 января 1974 г. до 3I декабря I974 г. в штаб-квартире Организации.

2. При условии соблюдения положений пункта 4, настоящий Протокол подлежит ратификации, принятию или одобрению Государствами, которые подписали его.

3. При условии соблюдения положений пункта 4, Государства, которые не подписали настоящий Протокол, могут к нему присоединиться.

4. Ратификация, принятие, одобрение настоящего Протокола или присоединение к нему могут быть осуществлены только Государствами, которые ратифицировали, приняли или одобрили упомянутую в Статье II Конвенцию либо присоединились к ней.

## СТАТЬЯ V

1. Ратификация, принятие, одобрение или присоединение осуществляются путём сдачи на хранение официального документа об этом Генеральному секретарю Организации.

2. Любой документ о ратификации, принятии, одобрении или присоединении, сданный на хранение после вступления в силу поправки к настоящему Протоколу в отношении всех существующих Сторон или после завершения всех мер, необходимых для вступления в силу этой поправки в отношении таких Сторон, считается относящимся к Протоколу, измененному такой поправкой.

## СТАТЬЯ VI

1. Настоящий Протокол вступает в силу на девяностый день после того, как пятнадцать Государств сдадут на хранение Генеральному секретарю Организации документы о ратификации, принятии, одобрении или присоединении. Однако настоящий Протокол не вступит в силу до вступления в силу упомянутой в Статье II Конвенции.

2. Для каждого Государства, которое впоследствии ратифицирует, примет, одобрит настоящий Протокол или присоединится к нему, он вступает в силу на девяностый день после сдачи таким Государством на хранение соответствующего документа.

## СТАТЬЯ VII

1. Настоящий Протокол может быть денонсирован любой Стороной в любое время после вступления Протокола в силу для этой Стороны.

2. Денонсация осуществляется путём сдачи соответствующего документа на хранение Генеральному секретарю Организации.

3. Денонсация вступает в силу по истечении одного года со дня сдачи на хранение документа о денонсации Генеральному секретарю Организации или по истечении большего срока, который может быть указан в этом документе.

4. Денонсация одной из Сторон упомянутой в Статье II Конвенции считается денонсацией настоящего Протокола этой Стороной. Она вступает в силу в тот же самый день, в который денонсация Конвенции вступает в силу в соответствии с пунктом 3 Статьи XII этой Конвенции.

## СТАТЬЯ VIII

1. Организация может созвать конференцию для пе-

ресмотра настоящего Протокола или внесения в него поправок.

2. Организация созывает конференцию Сторон настоящего Протокола для пересмотра Протокола или внесения в него поправок по просьбе не менее, чем одной трети Сторон.

## СТАТЬЯ IX

1. Настоящий Протокол будет сдан на хранение Генеральному секретарю Организации.

2. Генеральный секретарь Организации:

- а) сообщает всем Государствам, которые подписали настоящий Протокол или присоединились к нему:
  - (i) о каждом новом подписании Протокола или сдаче на хранение нового документа с указанием даты, когда это было сделано;
  - (ii) о дате вступления в силу настоящего Протокола;
  - (iii) о каждой сдаче на хранение документа о денонсации настоящего Протокола и о дате вступления в силу этой денонсации;
  - (iv) о каждой поправке к настоящему Протоколу или к приложению к нему и о каждом возражении против такой поправки или заявлении о непринятии такой поправки;
- b) направляет заверенные копии настоящего Протокола всем подписавшим его Государствам и всем Государствам, которые присоединятся к нему.

## СТАТЬЯ X

Как только настоящий Протокол вступит в силу, его заверенная копия должна быть передана Генеральным секретарем Организации в Секретариат Организации Объединенных Наций для регистрации и опубликования в соответствии со Статьей 102 Устава Организации Объединенных Наций.

## СТАТЬЯ XI

Настоящий Протокол составлен в одном экземпляре на английском, испанском, русском и французском языках, причем все четыре текста являются разно аутентичными.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом на то уполномоченные, подписали настоящий Протокол.

СОВЕРШЕНО В ЛОНДОНЕ второго ноября одна тысяча девятьсот семьдесят третьего года.

## ПРИЛОЖЕНИЕ

## ПЕРЕЧЕНЬ ВЕЩЕСТВ, СОСТАВЛЕННЫЙ КОМИТЕТОМ ЗАЩИТЫ МОРСКОЙ СРЕДЫ ОРГАНИЗАЦИИ В СООТВЕТСТВИИ СО СТАТЬЕЙ I (2a)

1. Нефтепродукты (при перевозках наливом)

### Разбавленные нефтяные битумы

Компоненты смешения
Кровельный гудрон
Остатки прямой гонки

### Нефти и масла

Осветленный нефтепродукт (масло)
Смеси, содержащие сырую нефть
Дорожный битум
Ароматизированное масло (за исключением растительных)
Компоненты смешения
Минеральное масло
Веретенное масло
Турбинное масло

### Дистилляты

Прямогонные дистилляты
Стабилизированные дистилляты

### Газойль

Крекинг-газойль

### Компоненты бензина

Алкилаты - компоненты бензина
Бензин - риформинга (риформат)
Полимер - бензин

### Бензины

Газовый конденсат (природный)
Автомобильный
Авиационный
Прямогонный

Реактивные топлива

JP-1 (керосин)
JP-3
JP-4
JP-5 (керосин тяжелый)
Турбореактивное топливо
Лаковый керосин (уайт-спирит).

Нафта

Сольвент (растворитель)
Солвент тяжелый (бензино-лигроиновая фракция)
Средняя дистиллятная фракция

2. Вредные вещества

Уксусный ангидрид
Ацетон
Ацетонциангидрин
Акролеин
Акрилонитрил
Альдрин
Аллилизотиоцианат (изородановый аллил)
Фосфид алюминия
Аммиак (28%-ный водный раствор)
Фосфат аммония  аммофос
Амилмеркаптан
Анилин
Анилин хлористоводородный
Соединения, содержащие сурьму
Соединения, содержащие мышьяк
Атразин
Азинфосметил (Гутион)
Азид бария
Цианистый барий
Окись бария
Бензол
Изомеры бензолгексохлорида (линдан)
Бензидин
Бериллиевый порошок
Бром
Бромбензилцианид
Н-бутилакрилат
Масляная кислота
Какодиловая кислота
Соединения кадмия
Карбарил  севин, (I-нафтил-Н).
Сероуглерод
Четыреххлористый углерод
Хлородан (октахлор)
Монохлорацетон
Хлорацетофенон
Хлординитробензол
Хлороформ
Хлоргидрины неочищенные
Хлорпикрин

Хромовая кислота /триокись хрома/
Коккулус /cocculus/ /твердый/
Соединения меди
Крезолы
Куприэтилендиамин
Цианистые соединения
Бромистый циан
Хлористый циан
ДДТ
Дихлоранилины
Дихлорбензолы
Дильдрин
Диметоат /цигон, фосфомид, Рагор, Сайгон/
Диметиламин /40%-ный водный раствор/
Динитроанилины
4,6-динитроортокрезол
Динитрофенолы
Эндосульфан /тиодан/
Эндрин
Эпихлоргидрин
Этилбромацетат
Этиленхлоргидрин /2-хлорэтанол/
Дихлорэтан
Этилпаратион
Фентинацетат /сухой/
Кремнефтористоводородная кислота
Гептахлор
Гексахлорбензол
Гексаэтилтетрафосфат
Синильная кислота
Фтористоводородная или плавиковая кислота
/40%-ный водный раствор/
Изопрен
Соединения свинца
Линдан /гаммексан,ВНС/
Мелатион
Соединения ртути
Метиловый спирт
Хлористый метилен
Мелясса /патока/
Нафталин /плавленый/
Нафтилтиомочевина
Азотная кислота /90%-ная/
Олеум
Паратион
Паракват
Фенол
Фосфорная кислота
Фосфор /элементарный/
Полигалоидные бифенилы
Пентахлорфенолят натрия /раствор/
Стирол-мономер
Толуол
Толуолдиизоцианат
Токсафен
Тритолилфосфат /трикрезилфосфат/
2,4,5 - Т

3. Сжиженные газы /при перевозках наливом/

Ацетальдегид
Безводный аммиак /жидкий/
Бутадиен
Бутан
Бутан-пропановые фракции /сжиженные нефтяные газы/
Бутилены
Хлор
Диметиламин
Хлористый этил
Этан
Этилен
Окись этилена
Метан /сжиженный природный газ/
Смесь метилацетилен-пропадиен
Бромистый метил
Хлористый метил
Пропан
Пропилен
Хлор винил-мономер
Безводный хлористый водород
Безводный фтористый водород
Сернистый ангидрид

4. Радиоактивные вещества

Радиоактивные вещества, включая элементы и соединения, изотопы которых подпадают под требования Раздела 835 Правил безопасной транспортировки радиоактивных веществ /пересмотренное издание 1973 г./, опубликованных Международным агенством по атомной энергии, но не ограничиваясь ими, могут храниться или транспортироваться как вещества и/или материалы в упаковках Типа А и Типа В, как расщепляющие вещества или вещества, транспортируемые в особых условиях, такие как

$^{60}$Co, $^{137}$Cs, $^{226}$Ra, $^{239}$Pu, $^{235}$U.

# PROTOCOLO RELATIVO A LA INTERVENCION EN ALTA MAR EN CASOS DE CONTAMINACION POR SUSTANCIAS DISTINTAS DE LOS HIDROCARBUROS, 1973

LAS PARTES EN EL PRESENTE PROTOCOLO,

SIENDO PARTES en el Convenio internacional relativo a la intervención en alta mar en casos de accidentes que causen una contaminación por hidrocarburos, adoptado en Bruselas el 29 de noviembre de 1969,

TENIENDO EN CUENTA la Resolución sobre cooperación internacional en materia de contaminantes distintos de los hidrocarburos, adoptada por la Conferencia jurídica internacional sobre daños causados por la contaminación de las aguas del mar, 1969,

TENIENDO TAMBIEN EN CUENTA que, en cumplimiento de dicha Resolución, la Organización Consultiva Marítima Intergubernamental ha intensificado su labor, en colaboración con todas las organizaciones internacionales interesadas, acerca de todos los aspectos de la contaminación por sustancias distintas de los hidrocarburos,

HAN CONVENIDO lo siguiente:

## ARTICULO I

1. Las Partes en el presente Protocolo podrán tomar en alta mar las medidas que estimen necesarias para prevenir, mitigar o eliminar todo peligro grave e inminente para su litoral o intereses conexos, debido a la contaminación o amenaza de contaminación por sustancias distintas de los hidrocarburos, resultante de un siniestro marítimo o de actos relacionados con tal siniestro, a los que sean razonablemente atribuibles consecuencias desastrosas de gran magnitud.

2. Las "sustancias distintas de los hidrocarburos" a que se refiere el párrafo 1 serán:

   a) las sustancias numeradas en una lista que, una vez confeccionada por el órgano competente que designe la Organización, constituirá un Anexo del presente Protocolo, y

b) aquellas otras sustancias susceptibles de ocasionar riesgos para la salud humana, dañar la flora, la fauna y los recursos vivos del medio marino, menoscabar sus alicientes recreativos o entorpecer los usos legítimos de las aguas del mar.

3. Siempre que una Parte, en ejercicio de su derecho de intervención, tome medidas en relación con alguna de las sustancias a que se refiere el párrafo 2 b) anterior, recaerá en dicha Parte la obligación de demostrar que, en las circunstancias concurrentes al tiempo de la intervención, era razonable suponer que la sustancia podía entrañar un peligro grave e inminente análogo al que entrañaría cualquiera de las sustancias enumeradas en la lista que se menciona en el párrafo 2 a) anterior.

## ARTICULO II

1. Las disposiciones del Artículo I párrafo 2 y de los Artículos II a VIII del Convenio relativo a la intervención en alta mar en casos de accidentes que causen una contaminación por hidrocarburos, 1969, y de su Anexo, en lo concerniente a los hidrocarburos, se aplicarán también a las sustancias a que se refiere el Artículo I del presente Protocolo.

2. A los efectos del presente Protocolo, la lista de expertos a que se hace referencia en los Artículos III c) y IV del Convenio será ampliada a fin de que incluya expertos calificados para asesorar en lo relativo a las sustancias distintas de los hidrocarburos. Los Estados Miembros de la Organización y las Partes en el presente Protocolo podrán someter nombres con miras a la confección de la lista.

## ARTICULO III

1. La lista que se menciona en el párrafo 2 a) del Artículo I será mantenida por el órgano competente que designe la Organización.

2. Toda enmienda a la lista que proponga hacer una Parte en el presente Protocolo será sometida a la Organización y ésta la distribuirá a todos los Miembros de la Organización y a todas las Partes en el presente Protocolo por lo menos tres meses antes de su examen por el órgano competente.

3. Las Partes en el presente Protocolo, sean o no Miembros de la Organización, tendrán derecho a participar en las deliberaciones del órgano competente.

4. Las enmiendas serán adoptadas por una mayoría de dos tercios de los presentes y votantes interviniendo solamente en la votación las Partes en el presente Protocolo.

5. La enmienda, si fuera adoptada de conformidad con el párrafo 4 anterior, será comunicada por la Organización a todas las Partes en el presente Protocolo para que pueda ser aceptada.

6. La enmienda se considerará aceptada al término de un plazo de seis meses después de haber sido comunicada salvo que, dentro de ese plazo, por lo menos un tercio de las Partes en el presente Protocolo hayan comunicado a la Organización una objeción a tal enmienda.

7. Toda enmienda que se considere aceptada de conformidad con el párrafo 6 anterior entrará en vigor tres meses después de su aceptación respecto a todas las Partes en el presente Protocolo, salvo aquéllas que, antes de esa fecha, hayan declarado que no aceptan dicha enmienda.

ARTICULO IV

1. El presente Protocolo estará abierto a la firma por los Estados que hayan firmado el Convenio mencionado en el Artículo II, o que se hayan adherido al mismo, y por todo Estado invitado a enviar representación a la Conferencia internacional sobre contaminación del mar, 1973. El Protocolo quedará abierto a la firma en la Sede de la Organización desde el 15 de enero de 1974 hasta el 31 de diciembre de 1974.

2. A reserva de lo dispuesto en el párrafo 4 de este Artículo, el presente Protocolo estará sujeto a ratificación, aceptación o aprobación por los Estados que lo hayan firmado.

3. A reserva de lo dispuesto en el párrafo 4, el presente Protocolo estará abierto a la adhesión de los Estados que no lo hayan firmado.

4. El presente Protocolo sólo podrá ser objeto de ratificación, aceptación, aprobación o adhesión por parte de los Estados que hayan ratificado, aceptado o aprobado el Convenio mencionado en el Artículo II o que se hayan adherido al mismo.

### ARTICULO V

1. La ratificación, aceptación, aprobación o adhesión se efectuará mediante depósito en poder del Secretario General de la Organización de un instrumento formalizado a tal efecto.

2. Todo instrumento de ratificación, aceptación, aprobación o adhesión depositado después de la entrada en vigor de una enmienda al presente Protocolo respecto a todas las Partes que lo sean en ese momento, o después de haberse cumplido todos los requisitos necesarios para la entrada en vigor de la enmienda respecto a dichas Partes, se considerará aplicable al Protocolo modificado por esa enmienda.

### ARTICULO VI

1. El presente Protocolo entrará en vigor noventa días después de la fecha en que quince Estados hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión en poder del Secretario General de la Organización, a condición, sin embargo, de que no podrá entrar en vigor antes de que entre en vigor el Convenio mencionado en el Artículo II.

2. Para todo Estado que posteriormente lo ratifique, acepte o apruebe, o que se le adhiera, el presente Protocolo entrará en vigor a los noventa días de haber sido depositado por dicho Estado el instrumento correspondiente.

### ARTICULO VII

1. El presente Protocolo podrá ser denunciado por cualquiera de las Partes en cualquier fecha posterior a la de entrada en vigor del Protocolo para dicha Parte.

2. La denuncia se efectuará mediante depósito de un instrumento a tal efecto en poder del Secretario General de la Organización.

3. La denuncia surtirá efecto un año después de haber sido depositado el instrumento correspondiente en poder del Secretario General de la Organización o al expirar cualquier otro plazo más largo que pueda fijarse en dicho instrumento.

4. Toda denuncia del Convenio mencionado en el Artículo II por una Parte será considerada también como denuncia del presente Protocolo por esa Parte. Tal denuncia surtirá efecto el mismo día en que surta efecto la denuncia del Convenio de conformidad con el párrafo 3 del Artículo XII de ese Convenio.

## ARTICULO VIII

1. La Organización podrá convocar una Conferencia con objeto de revisar o enmendar el presente Protocolo.

2. La Organización convocará una Conferencia de las Partes en el presente Protocolo con objeto de revisarlo o enmendarlo a petición de por lo menos un tercio de las Partes en el mismo.

## ARTICULO IX

1. El presente Protocolo será depositado en poder del Secretario General de la Organización.

2. El Secretario General de la Organización:

   a) informará a todos los Estados que hayan firmado el presente Protocolo o se hayan adherido al mismo acerca de:

      i) toda firma o depósito de instrumento que se reciban y la fecha de tal firma o depósito;

      ii) la fecha de entrada en vigor del presente Protocolo;

      iii) todo depósito de un instrumento de denuncia del presente Protocolo y la fecha en que la denuncia surta efecto;

      iv) toda enmienda al presente Protocolo o a su Anexo y cualquier objeción a tal enmienda o declaración de no aceptación de dicha enmienda;

b) transmitirá copias certificadas auténticas del presente Protocolo a todos los Estados que lo hayan firmado y a todos los Estados que se adhieran al mismo.

### ARTICULO X

Tan pronto como el presente Protocolo entre en vigor, el Secretario General de la Organización remitirá una copia certificada auténtica del mismo a la Secretaría de las Naciones Unidas para que sea registrado y publicado de conformidad con el Artículo 102 de la Carta de las Naciones Unidas.

### ARTICULO XI

El presente Protocolo está redactado en ejemplar único en los idiomas español, francés, inglés y ruso siendo los cuatro textos igualmente auténticos.

EN TESTIMONIO DE LO CUAL los infrascritos, debidamente autorizados al efecto, han firmado el presente Protocolo.

HECHO EN LONDRES el día dos de noviembre de mil novecientos setenta y tres.

## ANEXO

## LISTA DE SUSTANCIAS ESTABLECIDA POR EL COMITE DE PROTECCION DEL MEDIO MARINO DE LA ORGANIZACION DE CONFORMIDAD CON EL PARRAFO 2 a) DEL ARTICULO I

### 1. Hidrocarburos (cuando se transporten a granel)

### Soluciones asfálticas

Bases para mezclas asfálticas
Impermeabilizantes bituminosos
Residuos de primera destilación

### Hidrocarburos

Aceite clarificado
Mezclas que contengan crudos de petróleo
Bitumen para riego de afirmados
Aceites aromáticos (excluidos los aceites vegetales)
Aceites base
Aceites minerales
Aceites penetrantes
Aceites ligeros (spindle)
Aceites para turbinas

### Destilados

Fracción directa de columna
Corte de expansión

### Gas oil

De craqueo (cracking)

### Bases para gasolinas

Bases alkílicas
Bases reformadas
Bases polímeras

### Gasolinas

Natural
De automóvil
De aviación
Directa de columna

Combustibles para reactores

JP-1 (keroseno)
JP-3
JP-4
JP-5 (keroseno pesado)
ATK (turbo fuel)
Alcohol mineral

Naftas

Disolventes
Petróleo
Fracción intermedia

2. Sustancias nocivas

Acetato de fentin (seco)
Acetona
Acido butírico
Acido cacodílico
Acido cianhídrico
Acido crómico (trióxido de cromo)
Acido fluorhídrico (solución acuosa 40%)
Acido fluosilícico
Acido fosfórico
Acido nítrico (90%)
Acrilato de n-butilo
Acrilonitrilo
Acroleína
Alcohol metílico
Aldrina
Amilmercaptano
Amoníaco (solución acuosa 28%)
Anhídrido acético
Anilina
Atrazina
Azida de bario
Azinfo-metilo (Guthion)
Benceno
Bencidina
Berilio en polvo
Bifenilos polihalogenados
Bromo
Bromoacetato de etilo
Bromuro de cianógeno
Carbaril (Sevin)
Cianhidrina de la acetona
Cianuro de bario
Cianuro de bromobencilo
Clorhidrato de anilina
Clorhidrina etilénica (2- cloro-etanol)
Clorhidrinas (crudas)
Clordano

Cloroacetona
Cloroacetofenona
Clorodinitrobenceno
Cloroformo
Cloropicrinas
Cloruro de cianógeno
Cloruro de metileno
Cocculus (coca de Levante) (sólido)
Compuestos de antimonio
Compuestos de arsénico
Compuestos de cadmio
Compuestos de cianuro
Compuestos de cobre
Compuestos de mercurio
Compuestos de plomo
Cresoles
DDT
Dicloroanilinas
Diclorobencenos
Dicloruro de etileno
Dieldrina
Diisocianato de tolueno
Dimetilamina (solución acuosa 40%)
Dimetoato (Cygon)
Dinitroanilinas
4,6 Dinitrocresol
Dinitrofenoles
Disulfuro de carbono
Endosulfán (Tiodan)
Endrina
Epiclorhidrina
Etil paratión
Etilendiamina de cobre
Estireno, monómero
Fenol
Fosfato amónico
Fosfato de tritolilo (Fosfato de tricresilo)
Fósforo (elemental)
Fosfuro de aluminio
Heptacloro
Hexaclorobenceno
Isomeros del hexacloruro de benceno (Lindano)
Isopreno
Isotiocianato de alilo
Lindano (gamma hexano, BHC)
Malatión
Melaza
Naftaleno (fundido)
Naftiltiourea
Oleum
Oxido de bario
Paraquat
Paratión
Pentaclorofenato sódico (solución)

Tetracloruro de carbono
Tetrafosfato de hexametilo
Tolueno
Toxafeno
2, 4, 5-T

3. Gases licuados (cuando se transporten a granel)

Acetaldehído
Acido clorhídrico anhidro
Acido fluorhídrico anhidro
Amoníaco anhidro
Bromuro de metilo
Butadieno
Butano
Butilenos
Cloro
Cloruro de etilo
Cloruro de metilo
Cloruro de vinilo anhidro
Dimetilamina
Dióxido de azufre
Etano
Etileno
Metano (gas natural licuado)
Mezcla butano/propano
Mezcla de metilacetileno y propadieno
Oxido de etileno
Propano
Propileno

4. Sustancias radiactivas

Las sustancias radiactivas, incluidos, sin que esta inclusión tenga carácter limitativo, los elementos y los compuestos cuyos isótopos estén sujetos a las prescripciones de la Sección 835 del Reglamento para el transporte sin riesgos de materiales radiactivos -publicado por el Organismo Internacional de Energía Atómica (edición revisada, 1973)- y que quepa almacenar o transportar en bultos del Tipo A, del Tipo B, como materiales fisionables o como materiales transportables en virtud de arreglos especiales, tales como

$^{60}\mathrm{Co}$, $^{137}\mathrm{Cs}$, $^{226}\mathrm{Ra}$, $^{239}\mathrm{Pu}$, $^{235}\mathrm{U}$.

Certified true copy of the Protocol Relating to Intervention on the High Seas in Cases of Marine Pollution by Substances other than Oil, 1973, done at London on 2 November 1973, the original of which is deposited with the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme du Protocole de 1973 sur l'intervention en haute mer en cas de pollution par des substances autres que les hydrocarbures, fait à Londres le 2 novembre 1973, dont l'original est déposé auprès du Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime.

Заверенная копия Протокола о вмешательстве в открытом море в случаях загрязнения веществами, иными чем нефть, 1973 г., совершенного в Лондоне 2 ноября 1973 г., оригинал которого сдан на хранение Генеральному секретарю Межправительственной морской консультативной организации.

Copia auténtica certificada del Protocolo relativo a la intervención en alta mar en casos de contaminación del mar por sustancias distintas de los hidrocarburos, 1973, fechado en Londres el 2 de noviembre de 1973, el original del cual ha sido depositado ante el Secretario General de la Organización Consultiva Marítima Intergubernamental

For the Secretary-General of the Inter-Governmental Maritime Consultative Organization :

Pour le Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime :

За Генерального секретаря Межправительственной морской консультативной организации:

Por el Secretario General de la Organización Consultiva Marítima Intergubernamental :

Thomas A. Busha

London,
Londres, le
Лондон,
Londres,

4 February 1977

# MULTILATERAL

## Seabeds: Polymetallic Nodules

*Agreement done at Washington September 2, 1982;*
*Entered into force September 2, 1982.*

# AGREEMENT CONCERNING INTERIM ARRANGEMENTS RELATING TO POLYMETALLIC NODULES OF THE DEEP SEA BED

THE PARTIES TO THIS AGREEMENT:

-- HAVING regard to investments made in exploration, research and other pioneer activities relating to the polymetallic nodules of the deep sea bed;

-- NOTING the adoption by the Third United Nations Conference on the Law of the Sea of a Convention on the Law of the Sea [1] and of a Resolution Governing Preparatory Investment in Pioneer Activities Relating to Polymetallic Nodules prior to the entry into force of the Convention on the Law of the Sea, and the provision of that Resolution concerning resolution of conflicts among pioneer operators;

-- RECALLING the interim character of legislation with respect to deep sea bed operations enacted by certain Parties;

-- DESIRING to make appropriate provisions for avoiding overlaps in the areas claimed for future pioneer activities in the deep sea bed and to ensure that, during the interim period, such activities are carried out in an orderly and peaceful manner;

-- EMPHASIZING that this Agreement is without prejudice to the decisions of the Parties with respect to the Convention on Law of the Sea adopted by the Third United Nations Conference on the Law of the Sea;

-- DESIRING also to avoid any discrimination among Parties in the implementation of this Agreement;

---

[1] Done Dec. 10, 1982. A/CONF. 62/122, Oct. 7, 1982.

-- DESIRING further to insure that adequate areas containing polymetallic nodules remain available for operations by other states and entities in conformity with international law;

HAVE AGREED AS FOLLOWS:

1. The object of the present Agreement is to facilitate the identification and resolution of conflicts which may arise from the filing and processing of applications for authorizations made by Pre-Enactment Explorers (PEEs) on or before March 12, 1982 under legislation in respect of deep sea bed operations enacted by any of the Parties.

2. In the case of a conflict between the areas claimed in such applications, the Parties shall afford the applicants adequate opportunity, and shall encourage them, to resolve such conflict in a timely manner by voluntary procedures.

3. The Parties with whom applications for authorizations have been made by PEEs on or before March 12, 1982 shall follow the procedures set out in Part I of the Schedule hereto in respect of such applications.

4. The Parties shall consult together:

(a) with a view to coordinating and reviewing implementation of this Agreement;

(b) before issuing any authorization under their respective laws relating to deep sea bed operations;

(c) in regard to consideration of any arrangement to facilitate mutual recognitions of such authorizations, it being understood that any such arrangement shall not enter into force before January 1, 1983;

(d) before entering into any other bilateral or any multilateral arrangement between themselves or any arrangement with other States, with respect to deep sea bed operations.

5. In the event that any of the Parties with whom applications for authorizations have been made by PEEs on or before March 12, 1982 enter into an agreement for the mutual recognition of authorizations granted under their respective laws in respect of deep sea bed operations, the Parties concerned shall apply the procedures and impose the requirements set out in Part II of the Schedule hereto.

6. To the extent permissible under national law, a Party shall maintain the confidentiality of the coordinates of application areas and other proprietary or confidential commercial information received in confidence from any other Party in pursuance of cooperation under this Agreement in accordance with the principles set out in Part III of the Schedule hereto.

7. The Parties shall settle any dispute arising from the interpretation or application of this Agreement by appropriate means. The Parties to the dispute shall consider the possibility of recourse to binding arbitration and, if they agree, shall have recourse to it.

8. The Schedule hereto is an integral part of this Agreement and Part IV thereof shall apply for the interpretation of this Agreement.

9. The Parties shall not enter into any supplementary international agreement inconsistent with this Agreement.

10. This Agreement may be amended by written agreement of all the Parties.

11. This Agreement shall enter into force upon signature.

12. After entry into force of this Agreement, additional States may be invited to accede to this Agreement at any time with the consent of all Parties.

13. Any Party may denounce this Agreement on 30 days' notice to the Government of the United States of America, and in no case shall the denunciation have effect before January 3, 1983.

DONE at Washington this second day of September, 1982, in the English, German and French languages, all texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the United States of America, which will transmit a duly certified copy to each of the other signatory Governments.

## THE SCHEDULE

## PART I

## APPLICATION PROCEDURES FOR PRE-ENACTMENT EXPLORERS

1. Each Party as provided in paragraph 3 of the Agreement shall forthwith inform the other Parties of entities which have filed applications with it.

2. Any application filed on or before March 12, 1982 shall be deemed to be filed on that date.

3. Each Party shall with all dispatch determine whether:

   (a) each application filed with it fulfills its domestic requirements;

   (b) the applicant is a PEE with respect to the area applied for (an applicant filing on behalf of a PEE shall itself be deemed a PEE for that application);

   (c) the area is bounded by a continuous boundary;

   (d) the area is reasonably compact.

4. Each Party shall:

   (a) notify the other Parties of the results of the initial processing under paragraph 3 above;

   (b) with the other Parties establish the final list of applications to which this Agreement applies;

   (c) inform the other Parties whether the applicant has applied for the same area, or substantially the same area, to one or more other Parties;

   (d) if the applicant agrees, inform the other Parties of the coordinates of the area specified in any application filed with it;

Reproduced from poor document.

best copy available

(e) endeavor to determine the exact locations of any conflicts.

5. No Party shall issue any authorization before January 3, 1983.

6. Where it is informed of the relevant coordinates, each Party shall notify each of its applicants who is involved in a conflict that a conflict exists. Such notification shall include coordinates identifying the areas in conflict and the identity of each applicant with whom conflict has arisen.

7. Each Party shall ensure that domestic conflicts are resolved pursuant to its respective domestic requirements. Upon agreement of the applicants, domestic conflicts may be resolved in accordance with the international conflict resolution procedures specified in the Schedule. The Parties shall enter into consultations if it appears that the resolution of a domestic conflict might affect the international conflict resolution procedures, or vice versa.

8. (1) Each Party shall accept amendments to applications to which this Agreement applies only if they:

(a) pertain to areas with respect to which the applicant is a PEE (the area applied for in an amendment need not be adjacent to the area applied for in the original application); and

(b) are made in order to resolve an existing conflict with respect to that application.

(2) Each Party shall process any amendment filed pursuant to this paragraph in accordance with the procedures described in the foregoing provisions of this Part except that paragraphs 2, 3(c), 3(d), and 4(c) shall not apply to amendments.

(3) Amendments filed under paragraph 8 of the Schedule shall be eligible for mutual recognition in accordance with the terms of an agreement entered into by any of the Parties pursuant to paragraph 5 of the Agreement.

## PART II

## CONFLICT RESOLUTION FOR PRE-ENACTMENT EXPLORERS

9. (1) Where there is an international conflict, the Parties shall use their good offices to assist the applicants to resolve the conflict by voluntary procedures.

(2) If, within six months from the entry into force of an agreement between the Parties referred to in paragraph 5 of the Agreement, notwithstanding the good offices of the Parties, all applicants involved in an international conflict have not resolved that conflict, or are not parties to a written agreement submitting the conflict to a specified binding conflict resolution procedure, the conflict shall be resolved by binding arbitration in accordance with Appendices 1 and 2 if a Party so elects.

(3) The procedures provided in the Appendices shall commence ten days after a Party notifies the other Party or Parties of the decision to elect arbitration.

## PART III

## PRINCIPLES OF CONFIDENTIALITY

10. In implementing the provisions of paragraph 6 of the Agreement, Parties shall apply the following principles:

(a) The confidentiality of the coordinates of application areas shall be maintained until any conflict involving such area is resolved and the relevant authorization is issued, except on the basis of a demonstrated need to know and adequate assurances that the confidentiality of the information shall be maintained by the recipient;

(b) The confidentiality of other proprietary or confidential commercial information shall be maintained in accordance with domestic law as long as such information retains its character as such.

## PART IV

## DEFINITIONS

11. In this Agreement:

(a) "activities" means the undertakings, commitments of resources, investigations, findings, research, engineering development, and other activities relevant to the identification, discovery, and systematic analysis and evaluation of polymetallic nodules and to the determination of the technical and economic feasibility of exploitation;

(b) "authorization" means any license, permit, or other authorization issued under the national law of a Party which authorizes the holder to engage in deep sea bed operations in a specified area or areas;

(c) "conflict" means the existence of more than one application or amendment covered by this Agreement submitted by different applicants:

(1) whether filed with the same Party or with more than one Party; and

(2) in which the deep sea bed areas applied for overlap in whole or part, to the extent of the overlap;

"international conflict" means a conflict arising from applications or amendments filed with more than one Party;

"domestic conflict" means any other conflict;

(d) a "pre-enactment explorer" ("PEE") is an entity which was engaged, prior to the earliest date of enactment of domestic legislation by any Party, in deep sea bed polymetallic nodule exploration by substantial surveying activity with respect to the area applied for; and

(e) "polymetallic nodules" means any deposit or accretion on or just below the surface of the deep sea bed consisting of nodules which contain manganese, nickel, cobalt, or copper.

## APPENDIX 1

## Arbitration Procedure

1. In this Appendix, "Party" means a Party to this Agreement which is also concerned in the arbitration, and "other Party" includes any such Party or Parties.

2. The parties presenting the case shall seek to agree in writing within sixty days after the expiry of the ten-day period provided by paragraph 9(3) of the Schedule on three arbitrators, or, if they agree to have only one arbitrator, on that one arbitrator.

3. Any Party may object to the choice of any arbitrator or arbitrators under paragraph 2, by written notice received by the other Party within thirty days after the expiry of the period provided by paragraph 2 above. Upon objection to any arbitrator by a Party, the other Party may, when three

arbitrators have been chosen under paragraph 2, object to either or both of the other arbitrators by written notice received by the other Party within fifteen days after the expiry of the period provided by the immediately preceding sentence.

4. If a Party objects to the choice of any arbitrator in accordance with paragraph 3 or if an arbitrator becomes unable to act, the parties presenting the case shall seek to agree on a replacement in writing within sixty days after receipt of the notice of objection or after the date when the arbitrator becomes unable to act.

If agreement is reached, a Party may object to the choice of a replacement by written notice received by the other Party within thirty days. If the parties presenting the case have not reached agreement, or if a Party objects to the choice of a replacement in accordance with this paragraph, the Secretary-General of the Permanent Court of Arbitration shall appoint a replacement without delay.

5. If the parties presenting the case fail to agree on three arbitrators (or an arbitrator) within the period provided by paragraph 2, three arbitrators shall, on request of a Party, be appointed without delay by the Secretary-General of the Permanent Court of Arbitration.

6. Any arbitrator appointed by the Secretary-General of the Permanent Court of Arbitration shall not be a citizen of a Party, shall have international standing and expertise,

and shall have personal characteristics which place him in a neutral position with respect to the subject of the dispute. The Secretary-General shall not be confined to any particular list of arbitrators in making this selection. Appointments by the Secretary-General shall not be open to challenge.

7. Insofar as any matter is not dealt with by Appendix 2 and other relevant provisions of this Agreement, the arbitrator or arbitrators shall, consistent with Appendix 2, be guided by the general principles of law as recognized by the Parties, which, where the case is presented by a Party or Parties means the general principles of public international law (lex lata) as recognized by the Parties.

8. The arbitrator or arbitrators shall decide where he or they shall sit and shall, in consultation with the parties presenting the case, adopt rules of procedure consistent with this Appendix.

9. The case will be presented by a Party or by its applicants involved in the conflict, at the option of the Party and each side of the case shall be represented as it sees fit.

10. A Party may intervene as of right.

11. An arbitrator may not abstain from voting on the award. If there are three arbitrators, their award shall be made by a majority vote.

12. The award of the arbitrator or arbitrators shall be rendered within one year from the date of the final appoint-

ment of the arbitrator or arbitrators unless all Parties or parties presenting the case otherwise agree or unless the arbitrator or arbitrators for good cause extend the deadline for the making of the award for one or more 30 day periods, in any case not to exceed 120 days.

The award shall be final and binding on the applicants involved in the conflict and on the Parties and shall be enforced by the Parties. The applicants involved in the conflict shall without delay file amendments to their applications consistent with the arbitral award. Within two months of the date of the award, a Party or any applicant represented in the arbitration may request an interpretation of the award. Such interpretation shall be provided within four months of the request.

13. The expense of the arbitration, including the remuneration of the arbitrators, shall be borne by the parties presenting the case. Unless the arbitrator or arbitrators determine otherwise because of the particular circumstances of the case, the parties presenting the case shall bear the expenses in equal shares.

14. If an applicant of a Party is involved in conflicts with two or more applicants of two or more States Parties to this Agreement, every effort shall be made to consolidate the arbitration proceedings.

## APPENDIX 2

## Principles for Resolution of Conflicts

1. In determining the issue as to which applicant involved in a conflict shall be awarded all or part of each area in conflict, the arbitral tribunal shall find a solution which is fair and equitable, having regard, with respect to each applicant involved in the conflict, to the following factors:

(a) the continuity and extent of activities relevant to each area in conflict and the application area of which it is a part;

(b) the date on which each applicant involved in the conflict or predecessor in interest or component organization thereof commenced activities at sea in the application area;

(c) the financial cost of activities relevant to each area in conflict and to the application area of which it is a part, measured in constant terms;

(d) the time when activities were carried out, and the quality of activities; and

(e) such additional factors as the arbitral tribunal determines to be relevant, but excluding a consideration of the future plans of work of the applicants involved in the conflict.

2. When considering the factors specified in paragraph 1, the arbitral tribunal shall hear, and shall, except for purposes of apportionment pursuant to paragraph 3, limit its consideration to all evidence based on the activities specified in paragraph 1, which were conducted on or before January 1, 1982, provided, however, that an applicant must prove at-sea prospecting in the conflict area prior to June 28, 1980 as a pre-condition to presentation of further evidence to the arbitral tribunal regarding activities in the conflict area.

3. In making its determination, the arbitral tribunal may award the entire area in conflict to one applicant involved in the conflict, or the arbitral tribunal may apportion the area among any or all of the applicants involved in the conflict. If, after applying the provisions of paragraph 1 of this Appendix, the arbitral tribunal determines the area in conflict should be apportioned, then the arbitral tribunal shall, to the maximum extent practicable consistent with its application of those provisions, apportion the area in a manner designed to satisfy the plan of work set forth in the application of each applicant which is awarded part of the area.

# ACCORD SUR LES ARRANGEMENTS PROVISOIRES RELATIFS AUX NODULES POLYMETALLIQUES DES GRANDS FONDS MARINS

LES PARTIES AU PRESENT ACCORD :

__ EU égard aux investissements réalisés dans les activités d'exploration, de recherche et les autres activités pionnières relatives aux nodules polymétalliques des grands fonds marins ;

__ NOTANT l'adoption par la Troisième Conférence des Nations Unies sur le Droit de la Mer d'une Convention sur le Droit de la Mer et d'une Résolution sur les investissements préparatoires dans des activités préliminaires relatives aux nodules polymétalliques avant l'entrée en vigueur de la Convention sur le Droit de la Mer, et la disposition de cette Résolution concernant la solution des litiges entre les investisseurs pionniers ;

__ RAPPELANT le caractère provisoire des législations relatives aux opérations sur les grands fonds marins promulguées par certaines Parties ;

__ DESIREUSES de prendre des dispositions appropriées afin d'éviter les chevauchements dans les zones revendiquées pour de futures activités préliminaires sur les grands fonds marins et de faire en sorte qu'au cours de la période intérimaire ces activités soient conduites de manière ordonnée et pacifique ;

__ SOULIGNANT que le présent Accord ne préjuge en rien les décisions des Parties en ce qui concerne la Convention sur le Droit de la Mer adoptée par la Troisième Conférence des Nations Unies sur le Droit de la Mer ;

__ DESIREUSES en outre d'éviter toute discrimination entre les Parties dans la mise en oeuvre du présent Accord ;

__ DESIREUSES de plus de veiller à ce que des zones adéquates contenant des nodules polymétalliques restent disponibles pour des opérations menées par d'autres Etats et entités conformément au droit international ;

SONT CONVENUES DE CE QUI SUIT :

1. L'objet du présent Accord est de faciliter l'identification et la solution des litiges qui peuvent naître du dépôt et de l'instruction des demandes d'autorisation présentées par les Opérateurs Ante Legem au plus tard le 12 Mars 1982 en vertu de la législation relative aux opérations sur les grands fonds marins promulguée par l'une quelconque des Parties.

2. En cas de litige entre les zones revendiquées dans ces demandes, les Parties offriront aux demandeurs des possibilités adéquates afin de résoudre ce litige en temps opportun par des procédures amiables et les encourageront à en user.

3. Les Parties auprès desquelles les Opérateurs Ante Legem ont déposé des demandes d'autorisation au plus tard le 12 Mars 1982 suivront la procédure énoncée dans la 1ère Partie de l'Annexe au présent Accord en ce qui concerne lesdites demandes.

4. Les Parties se consulteront :

   (a) en vue de coordonner et de suivre l'application du présent Accord ;

   (b) avant de délivrer toute autorisation en vertu de leurs législations respectives concernant les opérations sur les grands fonds marins ;

   (c) en ce qui concerne tout arrangement envisagé pour faciliter la reconnaissance mutuelle de ces autorisations, étant entendu qu'aucun arrangement de ce type n'entrera en vigueur avant le 1er Janvier 1983 ;

   (d) avant de conclure entre elles tout autre arrangement bilatéral ou tout arrangement multilatéral ou de conclure tout arrangement avec d'autres Etats, relatifs aux opérations sur les grands fonds marins.

5. Si l'une des Parties auprès de laquelle des Opérateurs Ante Legem ont déposé des demandes d'autorisation au plus tard le 12 Mars 1982 conclut un accord pour la reconnaissance mutuelle des autorisations accordées en vertu des législations respectives concernant les opérations sur les grands fonds marins, les Parties intéressées appliqueront les procédures et imposeront les conditions prévues dans la 2ème Partie de l'Annexe au présent Accord.

6. Dans toute la mesure compatible avec sa législation nationale, chaque Partie préservera le caractère confidentiel des coordonnées des zones

faisant l'objet des demandes et des autres informations commerciales exclusives ou confidentielles communiquées à titre confidentiel par toute autre Partie dans le cadre de la coopération en vertu du présent Accord conformément aux principes énoncés dans la 3ème Partie de l'Annexe audit Accord.

Les Parties règleront tout différend né de l'interprétation ou de l'application du présent Accord par les moyens appropriés. Les Parties au différend examineront la possibilité de recourir à un arbitrage obligatoire et, si elles en conviennent, elles y auront recours.

8. L'Annexe au présent Accord fait partie intégrante dudit Accord et sa quatrième partie sera applicable pour l'interprétation de celui-ci.

9. Les Parties ne concluront aucun Accord international complémentaire incompatible avec le présent Accord.

10. Le présent Accord peut être modifié par accord écrit de toutes les Parties.

11. Le présent Accord entrera en vigueur à la date de la signature.

12. Après l'entrée en vigueur du présent Accord, d'autres Etats peuvent être invités à y adhérer à tout moment avec le consentement de toutes les Parties.

13. Toute Partie peut dénoncer le présent Accord moyennant un préavis de 30 jours adressé au Gouvernement des Etats-Unis d'Amérique, la dénonciation ne pouvant en aucun cas prendre effet avant le 3 Janvier 1983.

FAIT à Washington le deux septembre 1982 en langues française, allemande et anglaise, chaque texte faisant également foi, en un exemplaire unique qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique, lequel en transmettra une copie certifiée conforme à chacun des autres Gouvernements signataires.

# ANNEXE

## 1ère PARTIE

## PROCEDURES RELATIVES AUX DEMANDES DE PERMIS DES OPERATEURS ANTE LEGEM

1. Conformément au paragraphe 3 de l'Accord, chaque Partie fera connaître immédiatement aux autres Parties les entités qui ont déposé des demandes auprès d'elle.

2. Toute demande déposée au plus tard le 12 Mars 1982 sera réputée avoir été déposée à cette date.

3. Chaque Partie établira avec la plus grande diligence si :
   (a) toute demande déposée auprès d'elle remplit les conditions imposées au niveau national ;
   (b) le demandeur est un Opérateur Ante Legem pour la zone faisant l'objet de la demande (un demandeur déposant une demande pour le compte d'un Opérateur Ante Legem sera lui-même réputé être en ce qui concerne cette demande un Opérateur Ante Legem) ;
   (c) la zone est délimitée par une ligne continue ;
   (d) la zone est raisonnablement compacte.

4. Chaque Partie :
   (a) notifiera aux autres Parties les résultats de l'examen préalable de la demande en vertu du paragraphe 3 ci-dessus ;
   (b) établira avec les autres Parties la liste définitive des demandes auxquelles s'applique le présent Accord ;
   (c) fera connaître aux autres Parties si le demandeur a déposé une demande pour la même zone, ou une zone sensiblement identique, auprès d'une ou plusieurs autres Parties ;

(d) si le demandeur y consent, informera les autres Parties des coordonnées de la zone indiquée dans la demande qui a été déposée auprès d'elle ;

(e) s'efforcera de localiser avec précision les zones litigieuses.

5. Aucune Partie ne délivrera d'autorisation avant le 3 Janvier 1983.

6. Une fois informée des coordonnées pertinentes, chaque Partie notifiera à chacun de ses demandeurs impliqués dans un litige l'existence de ce litige. Cette notification indiquera les coordonnées définissant les zones litigieuses et l'identité de chaque demandeur partie au litige.

7. Chaque Partie veillera à ce que les litiges internes soient résolus en conformité avec sa législation nationale. Lorsque les demandeurs y consentiront, les litiges internes pourront être résolus conformément aux procédures de solution des litiges internationaux prévues à la présente Annexe. Les Parties devront engager des consultations s'il apparaît que la solution d'un litige interne pourrait avoir une incidence sur les procédures de solution des litiges internationaux, ou vice versa.

8. (1) Chacune des Parties n'acceptera d'amendements aux demandes auxquelles s'applique le présent Accord que si :

(a) ils concernent des zones pour lesquelles le demandeur est un Opérateur Ante Legem (la zone faisant l'objet d'un amendement ne doit pas nécessairement être contiguë à la zone faisant l'objet de la demande initiale) ; et

(b) ils sont faits afin de régler un litige en cours relatif à cette demande.

(2) Chaque Partie examinera tout amendement déposé en vertu du présent paragraphe conformément aux procédures indiquées dans les dispositions précédentes de la présente Partie, à l'exception des paragraphes 2, 3(c), 3(d) et 4(c) qui ne s'appliqueront pas aux amendements.

(3) Les amendements ainsi déposés feront l'objet d'une reconnaissance mutuelle conformément aux termes des accords conclus par les Parties en vertu du paragraphe 5 de l'Accord.

## IIème PARTIE

## SOLUTION DES LITIGES POUR LES OPERATEURS ANTE LEGEM

9. (1) Dans le cas d'un litige international, les Parties useront de leurs bons offices afin d'aider les demandeurs à régler le litige par des procédures amiables.

(2) Si dans un délai de six mois après l'entrée en vigueur d'un accord entre les Parties tel que prévu au paragraphe 5 de l'Accord en dépit des bons offices des Parties, tous les demandeurs impliqués dans un litige international n'ont pas résolu ce litige, ou ne sont pas parties à un accord écrit soumettant le litige à une procédure particulière de solution obligatoire, le litige sera réglé par un arbitrage obligatoire conformément aux Appendices 1 et 2 si une Partie en décide ainsi.

(3) Les procédures prévues dans les Appendices commenceront dix jours après la date à laquelle une Partie notifiera à l'autre ou aux autres Parties sa décision de recourir à l'arbitrage.

## IIIème PARTIE

## PRINCIPES DE CONFIDENTIALITE

10. Lors de la mise en oeuvre des dispositions du paragraphe 6 de l'Accord, les Parties appliqueront les principes suivants :

(a) Le caractère confidentiel des coordonnées de toute zone faisant l'objet d'une demande sera préservé jusqu'à la solution de tout litige concernant cette zone et jusqu'à la délivrance de l'autorisation correspondante, sauf besoin démontré d'en connaître et assurance adéquate de la part de celui à qui ces informations sont communiquées quant au maintien de leur caractère confidentiel.

(b) Le caractère confidentiel des autres informations commerciales exclusives ou confidentielles sera préservé conformément au droit national tant que ces informations demeureront telles.

## IVème PARTIE

## DEFINITIONS

11. Dans le présent Accord :

(a) le terme "activités" désigne les opérations, engagements de ressources, investigations, découvertes, recherches, études d'ingénierie et autres activités concernant l'identification, la découverte, l'analyse et l'évaluation systématiques de nodules polymétalliques ainsi que la détermination des possibilités techniques et économiques d'exploitation ;

(b) le terme "autorisation" désigne toute licence, tout permis ou toute autre autorisation délivrés en vertu de la législation nationale d'une Partie, qui autorise le titulaire à s'engager dans des opérations dans une ou des zones déterminées des grands fonds marins ;

(c) le terme "litige" désigne l'existence de plus d'une demande ou de plus d'un amendement régis par le présent Accord et déposés par des demandeurs différents :

(1) auprès de la même Partie ou auprès de deux ou plusieurs Parties ; et

(2) dans lesquelles les zones de grands fonds marins faisant l'objet de la demande se recouvrent en totalité ou en partie, le litige portant sur la zone de recouvrement.

L'expression "litige international" désigne un litige résultant de demandes ou d'amendements déposés auprès de deux ou plusieurs Parties ;

L'expression "litige interne" désigne tout autre litige.

(d) l'expression Opérateur Ante Legem désigne une entité qui, avant la date de la première promulgation d'une législation nationale par une Partie quelconque à l'Accord, était engagée dans l'exploration de nodules polymétalliques des grands fonds marins en raison d'une activité de prospection importante relative à la zone objet de la demande ;

(e) l'expression "nodules polymétalliques" désigne tout dépôt ou toute concrétion sur la surface ou juste sous la surface des grands fonds marins, consistant en nodules qui contiennent du manganèse, du nickel, du cobalt ou du cuivre.

## APPENDICE 1

### Procédure d'arbitrage

1. Dans le présent Appendice, le terme "Partie" signifie une Partie au présent Accord qui est également concernée par l'arbitrage et les mots "autre Partie" peuvent désigner une ou plusieurs Parties.

2. Les Parties soumettant l'affaire s'efforceront de convenir par écrit, dans les soixante jours suivant l'expiration de la période de dix jours prévue au paragraphe 9 (1) de l'Annexe, du choix de trois arbitres ou, si elles conviennent de n'avoir qu'un arbitre, du choix de cet arbitre.

3. Toute Partie peut récuser un ou plusieurs arbitres choisis conformément au paragraphe 2, par notification écrite qui doit parvenir à l'autre Partie dans les trente jours suivant l'expiration de la période prévue au paragraphe 2 ci-dessus. En cas de récusation d'un arbitre par une Partie, l'autre Partie peut, lorsque trois arbitres ont été choisis conformément au paragraphe 2, récuser l'un des deux autres arbitres ou les deux par notification écrite qui doit parvenir à l'autre Partie dans les quinze jours suivant l'expiration de la période prévue par la phrase immédiatement précédente.

4. Si une Partie récuse le choix d'un arbitre conformément au paragraphe 3 ou si un arbitre est empêché, les Parties soumettant l'affaire s'efforceront de convenir d'un remplaçant par écrit dans les soixante jours suivant réception de la récusation ou la date d'empêchement de l'arbitre.

En cas d'accord, toute Partie peut récuser le choix d'un remplaçant par notification écrite reçue par l'autre Partie dans les trente jours. Si les Parties soumettant l'affaire ne sont pas parvenues à un accord ou si une Partie récuse le choix d'un remplaçant conformément au présent paragraphe, le Secrétaire général de la Cour permanente d'arbitrage nommera un remplaçant sans retard.

5. Si les Parties soumettant l'affaire ne parviennent pas à un accord sur le choix de trois arbitres (ou d'un arbitre) dans le délai prévu au paragraphe 2, trois arbitres seront nommés sans retard à la demande de l'une des Parties par le Secrétaire général de la Cour permanente d'arbitrage.

6. Un arbitre nommé par le Secrétaire général de la Cour permanente d'arbitrage devra n'être ressortissant d'aucune des Parties, être une personnalité de compétence technique et de réputation internationales et avoir un profil personnel qui le place dans une position de neutralité par rapport à l'objet du différend. Dans le choix des arbitres, le Secrétaire général ne sera pas obligé de s'en tenir à une liste particulière d'arbitres. Les nominations faites par le Secrétaire général ne pourront pas faire l'objet de contestation.

7. Dans la mesure où une question n'est pas réglée par l'Appendice 2 et par d'autres dispositions pertinentes du présent Accord, l'arbitre ou les arbitres s'inspireront de manière compatible avec l'Appendice 2 des principes généraux du droit reconnus par les Parties ; ce qui, lorsque l'affaire est présentée par une Partie ou par des Parties, signifie les principes généraux du droit international public (droit positif) reconnu par les Parties.

8. Le où les arbitres fixeront le lieu où ils siègeront et adopteront, en consultation avec les Parties soumettant l'affaire, des règles de procédure compatibles avec le présent Appendice.

9. L'affaire sera soumise par une Partie ou par ses demandeurs impliqués dans le litige, au choix de la Partie, et chaque requérant sera représenté comme il l'entend.

10. Toute Partie pourra intervenir de plein droit.

11. Un arbitre ne doit pas s'abstenir lors du vote de la sentence. S'il y a trois arbitres, leur sentence sera prononcée par un vote majoritaire.

12. La sentence de l'arbitre ou des arbitres sera rendue dans un délai d'un an à compter de la date de la nomination définitive de l'arbitre ou des arbitres sauf si toutes les Parties ou parties soumettant l'affaire en décident autrement ou si l'arbitre ou les arbitres prolongent pour un motif valable ce délai d'une ou de plusieurs périodes de 30 jours sans que la durée totale de cette prolongation puisse en aucun cas excéder 120 jours.

La sentence sera définitive et obligera les demandeurs impliqués dans le litige ainsi que les Parties, et elle sera appliquée par les Parties. Les demandeurs impliqués dans le litige déposeront sans retard des amendements à leurs demandes compatibles avec la sentence arbitrale. Dans un délai de deux mois à compter de la date de la sentence, une Partie ou tout demandeur représenté dans l'arbitrage peut demander l'interprétation de la sentence. Cette interprétation sera fournie dans un délai de quatre mois à compter de la demande.

13. Les frais d'arbitrage, y compris la rémunération des arbitres, seront à la charge des parties soumettant l'affaire. A moins que le ou les arbitres en disposent différemment du fait des circonstances particulières de l'affaire, les parties soumettant l'affaire supporteront les frais à part égales.

14. Si un demandeur d'une Partie est impliqué dans un litige avec deux ou plusieurs demandeurs de deux ou plusieurs Etats, Parties au présent Accord, tous les efforts possibles seront faits en vue de fusionner les procédures arbitrales.

## APPENDICE 2

### Principes de solution des litiges

1. Pour déterminer à quel demandeur impliqué dans un litige sera attribué tout ou partie de chaque zone litigieuse, le tribunal arbitral trouvera une solution juste et équitable qui tienne compte en ce qui concerne chacun des demandeurs impliqués dans le litige des facteurs suivants :

(a) la continuité et l'importance des activités se rapportant à chaque zone litigieuse et à la zone objet de la demande dont elle fait partie ;

(b) la date à laquelle chaque demandeur impliqué dans le litige, ou son prédécesseur en droit, ou l'un des organismes qui le composent, a commencé des activités en mer dans la zone faisant l'objet de la demande ;

(c) le coût financier des activités se rapportant à chaque zone litigieuse et à la zone objet de la demande dont elle fait partie, coût mesuré en termes constants ;

(d) la période d'exécution des activités et leur qualité ; et

(e) tels facteurs complémentaires que le tribunal arbitral jugera pertinents, à l'exclusion cependant de la prise en considération des plans de travail futurs des demandeurs impliqués dans le litige.

2. Dans l'examen des facteurs spécifiés au paragraphe 1, le tribunal arbitral entendra et, sauf aux fins de partage conformément au paragraphe 3, se bornera à prendre en considération tous les éléments de preuve fondés sur les activités spécifiées au paragraphe 1, qui ont été exécutées au plus tard au 1er janvier 1982, étant entendu toutefois qu'un demandeur doit apporter

la preuve d'activités de prospection en mer dans la zone objet du litige avant le 28 juin 1980 comme condition préalable à la présentation devant le tribunal arbitral de compléments de preuve concernant des activités dans la zone litigieuse.

3. Dans sa sentence, le tribunal arbitral peut attribuer l'ensemble de la zone litigieuse à l'un des demandeurs impliqués dans le litige ou partager la zone entre plusieurs d'entre eux ou entre eux tous. Si, après application des dispositions du paragraphe 1 du présent Appendice, le tribunal arbitral décide que la zone litigieuse doit être partagée, il partagera la zone, dans toute la mesure compatible avec l'application de ces dispositions, de façon à permettre l'exécution du plan de travail exposé dans la demande de chacun des demandeurs auquel est attribuée une partie de la zone.

## ÜBEREINKOMMEN ÜBER VORLÄUFIGE REGELUNGEN FÜR POLYMETALLISCHE KNOLLEN DES TIEFSEEBODENS

DIE VERTRAGSPARTEIEN DIESES ÜBEREINKOMMENS -

- IM HINBLICK auf die Investitionen, die für Aufsuchung, Erforschung und sonstige Pioniertätigkeiten in bezug auf die polymetallischen Knollen des Tiefseebodens vorgenommen worden sind,

- IN ANBETRACHT dessen, daß die Dritte Seerechtskonferenz der Vereinten Nationen ein Seerechtsübereinkommen und eine Entschließung über vorbereitende Investitionen für Pioniertätigkeiten in bezug auf polymetallische Knollen noch vor Inkrafttreten des Seerechtsübereinkommens angenommen hat, sowie in Anbetracht der Bestimmung jener Entschließung über die Lösung von Konflikten zwischen Pionierinvestoren,

- EINGEDENK des vorläufigen Charakters der von bestimmten Vertragsparteien erlassenen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden,

- IN DEM WUNSCH, angemessene Vorkehrungen zu treffen, um Überschneidungen der für künftige Pioniertätigkeiten auf dem Tiefseeboden beanspruchten Felder zu vermeiden, und sicherzustellen, daß während der Übergangszeit diese Tätigkeiten in geordneter und friedlicher Weise durchgeführt werden,

- NACHDRÜCKLICH BETONEND, daß dieses Übereinkommen die Beschlüsse der Vertragsparteien betreffend das von der Dritten Seerechtskonferenz der Vereinten Nationen angenommene Seerechtsübereinkommen nicht berührt,

- sowie IN DEM WUNSCH, bei der Durchführung dieses Übereinkommens Diskriminierungen unter den Vertragsparteien zu vermeiden,

- und IN DEM WUNSCH, sicherzustellen, daß ausreichende Felder, die polymetallische Knollen enthalten, für Unternehmungen durch andere Staaten und Rechtsträger im Einklang mit dem Völkerrecht verfügbar bleiben -

SIND WIE FOLGT ÜBEREINGEKOMMEN:

(1) Ziel dieses Übereinkommens ist es, die Feststellung und Lösung etwaiger Konflikte im Zusammenhang mit dem Einreichen und der Bearbeitung von Berechtigungsanträgen zu erleichtern, die bis zum 12. März 1982 von Pionierunternehmern aufgrund der von einer der Vertragsparteien erlassenen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden gestellt worden sind.

(2) Im Fall eines Konflikts in bezug auf die in diesen Anträgen beanspruchten Felder geben die Vertragsparteien den Antragstellern ausreichende Gelegenheit und ermutigen sie, den Konflikt in angemessener Zeit durch freiwillig vereinbarte Verfahren zu lösen.

(3) Vertragsparteien, bei denen bis zum 12. März 1982 von Pionierunternehmern Berechtigungsanträge gestellt worden sind, gehen bei diesen Anträgen nach den in Teil I der Anlage zu diesem Übereinkommen festgelegten Verfahren vor.

(4) Die Vertragsparteien konsultieren einander

a) zu dem Zweck, die Durchführung dieses Übereinkommens zu koordinieren und zu überprüfen;

b) vor Erteilung einer Berechtigung aufgrund ihrer jeweiligen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden;

c) hinsichtlich der Prüfung einer etwaigen Übereinkunft zur Erleichterung der gegenseitigen Anerkennung der Berechtigungen, wobei davon ausgegangen wird, daß eine derartige Übereinkunft nicht vor dem 1. Januar 1983 in Kraft tritt;

d) vor Abschluß einer sonstigen zweiseitigen oder mehrseitigen Übereinkunft zwischen ihnen oder mit anderen Staaten über Unternehmungen auf dem Tiefseeboden.

(5) Schließen Vertragsparteien, bei denen bis zum 12. März 1982 Berechtigungsanträge von Pionierunternehmern gestellt worden sind, eine Übereinkunft zur gegenseitigen Anerkennung von Berechtigungen, die aufgrund ihrer jeweiligen Rechtsvorschriften über Unternehmungen auf dem Tiefseeboden erteilt worden sind, so wenden die betreffenden Vertragsparteien die in Teil II der Anlage zu diesem Übereinkommen festgelegten Verfahren an und stellen die darin enthaltenen Anforderungen.

(6) Soweit es nach innerstaatlichem Recht zulässig ist, wahrt eine Vertragspartei entsprechend den in Teil III der Anlage zu dem Übereinkommen niedergelegten Grundsätzen die Vertraulichkeit der Koordinaten der Antragsfelder sowie sonstiger Geschäfts- oder Betriebsgeheimnisse, die sie von einer anderen Vertragspartei im Rahmen der Zusammenarbeit aufgrund dieses Übereinkommens vertraulich erhalten hat.

(7) Die Vertragsparteien legen alle sich aus der Auslegung oder Anwendung dieses Übereinkommens ergebenden Streitigkeiten durch geeignete Mittel bei. Die im Streit befindlichen Vertragsparteien prüfen die Möglichkeit der Inanspruchnahme eines verbindlichen Schiedsverfahrens und wenden dieses an, wenn sie sich darauf einigen.

(8) Die Anlage zu diesem Übereinkommen ist Bestandteil desselben; ihr Teil IV gilt für die Auslegung des Übereinkommens.

(9) Die Vertragsparteien dürfen keine zusätzlichen internationalen Übereinkünfte schließen, die mit diesem Übereinkommen unvereinbar sind.

(10) Dieses Übereinkommen kann durch schriftliches Einvernehmen aller Vertragsparteien geändert werden.

(11) Dieses Übereinkommen tritt mit seiner Unterzeichnung in Kraft.

(12) Nach Inkrafttreten dieses Übereinkommens können jederzeit mit Zustimmung aller Vertragsparteien weitere Staaten eingeladen werden, dem Übereinkommen beizutreten.

(13) Jede Vertragspartei kann dieses Übereinkommen unter Einhaltung einer Frist von 30 Tagen gegenüber der Regierung der Vereinigten Staaten von Amerika kündigen; die Kündigung wird keinesfalls vor dem 3. Januar 1983 wirksam.

GESCHEHEN zu Washington am 2. September 1982 in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Vereinigten Staaten von Amerika hinterlegt wird; diese übermittelt jeder anderen Unterzeichnerregierung eine ordnungsgemäß beglaubigte Abschrift.

## ANLAGE

## TEIL I

### ANTRAGSVERFAHREN FÜR PIONIERUNTERNEHMER

(1) Jede Vertragspartei nach Absatz 3 des Übereinkommens teilt den anderen Vertragsparteien umgehend mit, welche Rechtsträger bei ihr Anträge eingereicht haben.

(2) Jeder bis zum 12. März 1982 eingereichte Antrag gilt als an diesem Tag eingereicht.

(3) Jede Vertragspartei stellt mit gebotener Eile fest,

- a) ob jeder bei ihr eingereichte Antrag ihre innerstaatlichen Vorschriften erfüllt;
- b) ob der Antragsteller hinsichtlich des beantragten Feldes ein Pionierunternehmer ist (ein Antragsteller, der im Namen eines Pionierunternehmers einen Antrag einreicht, gilt für diesen Antrag selbst als Pionierunternehmer);
- c) ob das Feld durch eine ununterbrochene Begrenzungslinie eingegrenzt ist;
- d) ob das Feld eine angemessen geschlossene Form aufweist.

(4) Jede Vertragspartei

- a) notifiziert den anderen Vertragsparteien die Ergebnisse des Eingangsverfahrens nach Absatz 3;
- b) stellt mit den anderen Vertragsparteien das endgültige Verzeichnis der Anträge auf, auf die sich dieses Übereinkommen bezieht;

(c) teilt den anderen Vertragsparteien mit, ob der Antragsteller dasselbe Feld oder im wesentlichen dasselbe Feld bei einer oder mehreren anderen Vertragsparteien beantragt hat;

d) teilt mit Zustimmung des Antragstellers den anderen Vertragsparteien die Koordinaten des Feldes mit, das in einem bei ihr eingereichten Antrag festgelegt ist;

e) bemüht sich, jeden Konflikt örtlich genau zu bestimmen.

(5) Die Vertragsparteien erteilen vor dem 3. Januar 1983 keine Berechtigung.

(6) Nachdem eine Vertragspartei von den betreffenden Koordinaten Kenntnis erlangt hat, teilt sie jedem ihrer Antragsteller, der an einem Konflikt beteiligt ist, das Bestehen eines Konflikts mit. In der Mitteilung sind die Koordinaten anzugeben, welche die vom Konflikt betroffenen Felder kennzeichnen, sowie die Identität jedes Antragstellers, mit dem sich ein Konflikt ergeben hat.

(7) Jede Vertragspartei stellt sicher, daß interne Konflikte nach ihren jeweiligen innerstaatlichen Vorschriften gelöst werden. Mit Zustimmung der Antragsteller können interne Konflikte nach den in dieser Anlage bezeichneten internationalen Konfliktlösungsverfahren gelöst werden. Die Vertragsparteien nehmen Konsultationen auf, wenn es den Anschein hat, daß sich die Lösung eines internen Konflikts und die internationalen Konfliktlösungsverfahren gegenseitig beeinflussen können.

(8) 1. Die Vertragsparteien nehmen Änderungen von Anträgen, auf die sich dieses Übereinkommen bezieht, nur an,

a) wenn sie sich auf Felder beziehen, hinsichtlich deren der Antragsteller ein Pionierunternehmer ist (das in der Änderung beantragte Feld braucht nicht an das im ursprünglichen Antrag beantragte Feld anzugrenzen), und

b) wenn sie vorgenommen werden, um einen bestehenden Konflikt in bezug auf den betreffenden Antrag zu lösen.

2. Jede Vertragspartei behandelt die gemäß diesem Absatz eingereichten Änderungen nach Maßgabe der in den vorstehenden Bestimmungen dieses Teiles beschriebenen Verfahren; die Absätze 2, 3 Buchstaben c und d sowie 4 Buchstabe c finden jedoch auf Änderungen keine Anwendung.

3. Nach diesem Absatz eingereichte Änderungen können entsprechend den Bestimmungen einer Übereinkunft, die von Vertragsparteien nach Absatz 5 des Übereinkommens geschlossen wurde, gegenseitig anerkannt werden.

## TEIL II

## KONFLIKTLÖSUNG FÜR PIONIERUNTERNEHMER

(9) 1. Im Fall eines internationalen Konflikts bieten die Vertragsparteien ihre guten Dienste an, um den Antragstellern zu helfen, den Konflikt durch freiwillig vereinbarte Verfahren zu lösen.

2. Falls innerhalb von sechs Monaten nach Inkrafttreten einer Übereinkunft zwischen den Vertragsparteien im Sinne des Absatzes 5 des Übereinkommens trotz der guten Dienste der Vertragsparteien alle an einem internationalen Konflikt beteiligten Antragsteller den Konflikt nicht gelöst haben und nicht Parteien einer schriftlichen Einigung über die Unterwerfung des Konflikts unter ein bestimmtes verbindliches Konfliktlösungsverfahren sind, wird der Konflikt durch ein verbindliches Schiedsverfahren nach den Anhängen 1 und 2 gelöst, wenn eine Vertragspartei dies beantragt.

3. Die in den Anhängen vorgesehenen Verfahren beginnen zehn Tage nach dem Zeitpunkt, in dem eine Vertragspartei der anderen Vertragspartei oder den anderen Vertragsparteien ihren Beschluß zur Inanspruchnahme eines Schiedsverfahrens notifiziert hat.

## TEIL III

## GRUNDSÄTZE DER VERTRAULICHKEIT

(10) Bei Durchführung der Bestimmungen des Absatzes 6 des Übereinkommens wenden die Vertragsparteien folgende Grundsätze an:

a) Die Vertraulichkeit der Koordinaten der Antragsfelder wird so lange gewahrt, bis ein Konflikt, von dem ein solches Feld betroffen ist, gelöst und die entsprechende Berechtigung erteilt wird, sofern nicht nachgewiesene zwingende Interessen an einer Kenntnisnahme und hinreichende Zusicherungen vorliegen, daß die Vertraulichkeit der Information vom Empfänger gewahrt wird;

b) die Vertraulichkeit sonstiger Geschäfts- und Betriebsgeheimnisse wird im Einklang mit dem innerstaatlichen Recht so lange gewahrt, wie die mitgeteilten Informationen diese Eigenschaft behalten.

## TEIL IV

## BEGRIFFSBESTIMMUNGEN

(11) In diesem Übereinkommen

a) bedeutet "Tätigkeiten" Arbeiten, Einsatz von Mitteln, Untersuchungen, Feststellungen, Forschung, technische Planung sowie sonstige Tätigkeiten, die sich auf Erkennung, Auffinden, systematische Auswertung und Bewertung polymetallischer Knollen sowie auf die Feststellung der technischen und wirtschaftlichen Möglichkeit einer Gewinnung beziehen;

b) bedeutet "Berechtigung" jede nach den innerstaatlichen Rechtsvorschriften einer Vertragspartei erteilte Erlaubnis, Bewilligung oder sonstige Berechtigung, die den Inhaber berechtigt, Unternehmungen auf dem Tiefseeboden in einem oder mehreren festgelegten Feldern zu betreiben;

c) bedeutet "Konflikt" das Vorliegen mehrerer von verschiedenen Antragstellern im Rahmen dieses Übereinkommens eingereichter Anträge oder Antragsänderungen,

1. die bei einer Vertragspartei oder bei mehreren Vertragsparteien eingereicht werden und

2. bei denen sich die beantragten Tiefseebodenfelder ganz oder teilweise überschneiden, für den sich überschneidenden Teil;

bedeutet "internationaler Konflikt" einen Konflikt, der sich aus Anträgen oder Antragsänderungen ergibt, die bei mehreren Vertragsparteien eingereicht werden;

bedeutet "interner Konflikt" jeden sonstigen Konflikt;

d) ist ein "Pionierunternehmen" ein Rechtsträger, der vor dem Zeitpunkt des Erlasses der ersten innerstaatlichen Rechtsvorschriften einer Vertragspartei Aufsuchung polymetallischer Knollen des Tiefseebodens mit erheblichen Prospektionstätigkeiten in bezug auf das beantragte Feld betrieben hat, und

e) bedeutet "polymetallische Knollen" jede Ablagerung oder Ansammlung auf oder unmittelbar unter der Oberfläche des Tiefseebodens, die aus Mangan, Nickel, Kobalt oder Kupfer enthaltenden Knollen besteht.

## ANHANG 1

## Schiedsverfahren

(1) In diesem Anhang bedeutet "Vertragspartei" eine Vertragspartei dieses Übereinkommens, die auch an dem Schiedsverfahren beteiligt ist, und umfaßt "andere Vertragspartei" eine solche Vertragspartei oder solche Vertragsparteien.

(2) Die Parteien, die den Streitfall vorbringen, sind bestrebt, sich binnen sechzig Tagen nach Ablauf der in Absatz 9 Nummer 3 der Anlage vorgesehenen Frist von zehn Tagen schriftlich auf drei Schiedsrichter oder, falls sie übereinkommen, nur einen Schiedsrichter zu benennen, auf diesen einen Schiedsrichter zu einigen.

(3) Jede Vertragspartei kann gegen die nach Absatz 2 erfolgte Wahl eines oder mehrerer Schiedsrichter durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen dreißig Tagen nach Ablauf der in Absatz 2 vorgesehenen Frist eingehen muß, Einspruch erheben. Bei Einspruch einer Vertragspartei gegen einen Schiedsrichter kann die andere Vertragspartei, wenn drei Schiedsrichter nach Absatz 2 gewählt worden sind, gegen einen der anderen Schiedsrichter oder gegen beide durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen fünfzehn Tagen nach Ablauf der in Satz 1 vorgesehenen Frist eingehen muß, Einspruch erheben.

(4) Erhebt eine Vertragspartei gegen die Wahl eines Schiedsrichters nach Absatz 3 Einspruch oder wird ein Schiedsrichter handlungsunfähig, so sind die Parteien, die den Streitfall vorbringen, bestrebt, sich binnen sechzig Tagen nach Eingang des schriftlichen Einspruchs oder nach dem Zeitpunkt, in dem der Schiedsrichter handlungsunfähig wird, schriftlich auf einen Ersatzschiedsrichter zu einigen.

Wird eine Einigung erzielt, so kann eine Vertragspartei gegen die Wahl des Ersatzschiedsrichters durch schriftliche Anzeige, die bei der anderen Vertragspartei binnen dreißig Tagen eingehen muß, Einspruch erheben. Haben die Parteien, die den Streitfall vorbringen, keine Einigung erzielt oder erhebt eine Vertragspartei gegen die Wahl eines Ersatzschiedsrichters nach diesem Absatz Einspruch, so ernennt der Generalsekretär des Ständigen Schiedshofs unverzüglich einen Ersatzschiedsrichter.

(5) Gelingt es den Parteien, die den Streitfall vorbringen, nicht, sich innerhalb der in Absatz 2 vorgesehenen Frist auf drei Schiedsrichter (oder einen Schiedsrichter) zu einigen, so werden auf Ersuchen einer Vertragspartei vom Generalsekretär des Ständigen Schiedshofs unverzüglich drei Schiedsrichter ernannt.

(6) Ein vom Generalsekretär des Ständigen Schiedshofs ernannter Schiedsrichter darf nicht Staatsangehöriger einer Vertragspartei sein; er muß über internationales Ansehen und Fachkenntnisse verfügen sowie persönliche Eigenschaften besitzen, die ihn hinsichtlich des Streitgegenstands eine unparteiische Stellung einnehmen lassen. Bei seiner Wahl soll sich der Generalsekretär nicht auf ein bestimmtes Verzeichnis von Schiedsrichtern beschränken. Die Ernennungen durch den Generalsekretär sind nicht anfechtbar.

(7) Soweit in Anhang 2 oder anderen einschlägigen Bestimmungen dieses Übereinkommens keine Regelung getroffen ist, wenden der oder die Schiedsrichter im Einklang mit Anhang 2 die von den Vertragsparteien anerkannten allgemeinen Rechtsgrundsätze an, mit denen, wenn der Streitfall von einer oder mehreren Vertragsparteien vorgebracht wird, die von den Vertragsparteien anerkannten allgemeinen Grundsätze des geltenden Völkerrechts gemeint sind.

(8) Der oder die Schiedsrichter entscheiden über ihren Sitz und geben sich in Konsultation mit den Parteien, die den Streitfall vorbringen, und im Einklang mit diesem Anhang eine Verfahrensordnung.

(9) Der Streitfall wird von einer Vertragspartei oder nach ihrem Ermessen von ihren an dem Konflikt beteiligten Antragstellern vorgebracht; beide Seiten des Streitfalls werden so vertreten, wie sie es für zweckmäßig halten.

(10) Eine Vertragspartei kann dem Verfahren von Rechts wegen beitreten.

(11) Ein Schiedsrichter darf sich bei der Abstimmung über den Schiedsspruch nicht der Stimme enthalten. Bei drei Schiedsrichtern wird der Schiedsspruch mit Stimmenmehrheit gefällt.

(12) Der Spruch des Schiedsrichters oder der Schiedsrichter wird binnen einem Jahr nach der endgültigen Ernennung des Schiedsrichters oder der Schiedsrichter gefällt, sofern alle Vertragsparteien oder den Streitfall vorbringenden Parteien nichts anderes vereinbaren oder sofern der oder die Schiedsrichter nicht aus gutem Grund die Frist für das Fällen des Schiedsspruchs um eine oder mehrere Fristen von 30 Tagen, höchstens jedoch um 120 Tage, verlängern.

Der Schiedsspruch ist endgültig und für die am Konflikt beteiligten Antragsteller und die Vertragsparteien verbindlich; er wird von den Vertragsparteien vollstreckt. Die am Konflikt beteiligten Antragsteller reichen unverzüglich Änderungen zu ihren Anträgen im Einklang mit dem Schiedsspruch ein. Binnen zwei Monaten nach dem Schiedsspruch kann eine Vertragspartei oder ein am Schiedsverfahren beteiligter Antragsteller um eine Auslegung des Schiedsspruchs ersuchen. Die Auslegung erfolgt binnen vier Monaten nach dem Ersuchen.

(13) Die Kosten des Schiedsverfahrens einschließlich der Vergütung der Schiedsrichter werden von den Parteien getragen, die den Streitfall vorbringen. Sofern der oder die Schiedsrichter wegen der besonderen Umstände des Falles nicht anders entscheiden, tragen die Parteien, die den Streitfall vorbringen, die Kosten zu gleichen Teilen.

(14) Ist ein Antragsteller einer Vertragspartei an Konflikten mit zwei oder mehr Antragstellern aus zwei oder mehr Staaten, die Vertragsparteien dieses Übereinkommens sind, beteiligt, so wird nach Kräften eine Zusammenlegung der Schiedsverfahren angestrebt.

## ANHANG 2

## Grundsätze für die Konfliktlösung

(1) Bei der Entscheidung der Frage, welchem an einem Konflikt beteiligten Antragsteller ein vom Konflikt betroffenes Feld ganz oder teilweise zugesprochen werden soll, hat das Schiedsgericht eine Lösung herbeizuführen, die gerecht und billig ist, wobei es hinsichtlich jedes an dem Konflikt beteiligten Antragstellers folgende Umstände berücksichtigt:

a) die Stetigkeit und das Ausmaß der Tätigkeiten in bezug auf jedes von dem Konflikt betroffene Feld und auf das Antragsfeld, zu dem es gehört;

b) den Zeitpunkt, zu dem jeder an dem Konflikt beteiligte Antragsteller, sein Rechtsvorgänger oder eine seiner Unternehmenseinheiten im Antragsfeld Tätigkeiten auf See begonnen hat;

c) die finanziellen Aufwendungen, gemessen als inflationsbereinigte Größe, für Tätigkeiten in bezug auf jedes von dem Konflikt betroffene Feld und auf das Antragsfeld, zu dem es gehört;

d) den Zeitabschnitt, in dem die Tätigkeiten durchgeführt wurden, und die Qualität der Tätigkeiten sowie

e) alle weiteren Umstände, die das Schiedsgericht für sachdienlich hält, jedoch unter Ausschluß einer Prüfung der künftigen Arbeitsprogramme der an dem Konflikt beteiligten Antragsteller.

(2) Bei der Prüfung der in Absatz 1 bezeichneten Umstände nimmt das Schiedsgericht alle Beweise auf, die sich auf die bis zum 1. Januar 1982 durchgeführten Tätigkeiten nach Absatz 1 beziehen, und beschränkt sich, außer für Zwecke der Aufteilung nach Absatz 3, auf diese Beweise; ein Antragsteller muß jedoch als Voraussetzung für die Vorlage weiterer Beweise für Tätigkeiten im Konfliktfeld dem Schiedsgericht nachweisen, daß er vor dem 28. Juni 1980 im Konfliktfeld Prospektion auf See vorgenommen hatte.

(3) In seiner Entscheidung kann das Schiedsgericht das gesamte von dem Konflikt betroffene Feld einem einzelnen an dem Konflikt beteiligten Antragsteller zusprechen oder aber das Feld unter einige oder alle an dem Konflikt beteiligte Antragsteller aufteilen. Entscheidet das Schiedsgericht in Anwendung der Bestimmungen des Absatzes 1, daß das von dem Konflikt betroffene Feld aufgeteilt werden soll, so teilt das Schiedsgericht, soweit dies mit der Anwendung dieser Bestimmungen durch das Schiedsgericht irgend vereinbar ist, das Feld derart auf, daß das Arbeitsprogramm im Antrag jedes Antragstellers, dem ein Teil des Feldes zugesprochen wird, erfüllt wird.

FOR THE FRENCH REPUBLIC:
POUR LA REPUBLIQUE FRANCAISE:
FÜR DIE FRANZÖSISCHE REPUBLIK:

[1]

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
FÜR DIE BUNDESREPUBLIK DEUTSCHLAND:

Theodor Wallau [2]

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
FÜR DAS VEREINIGTE KÖNIGREICH GROSSBRITANNIEN UND NORDIRLAND:

RQ Braithwaite [3]

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
FÜR DIE VEREINIGTEN STAATEN VON AMERIKA:

James L. Malone [4]

---

[1] Bernard Vernier-Palliez.

[2] Theodore Wallau.

[3] Rodric Quentin Braithwaite.

[4] James L. Malone.

# FRANCE

## Oceanography: Deep Sea Drilling Project

*Agreements amending and extending the memorandum of understanding of January 15, 1976, as amended.*
*Signed at Washington and Paris April 9 and May 7, 1979;*
*Entered into force May 7, 1979.*
*And signed at Paris and Washington October 27, 1981 and February 19, 1982;*
*Entered into force February 19, 1982.*

Amendment to

MEMORANDUM OF UNDERSTANDING

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Centre National pour l'Exploitation des Oceans
in Paris

on Participation of France in the

International Phase of Ocean Drilling (IPOD)

an extension of the Deep Sea Drilling Project (DSDP)

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[1] IPOD is now scheduled to end on September 30, 1982. France, through the Centre National pour l'Exploitation des Oceans (CNEXO), wishes to continue to cooperate in the project during its extension and NSF desires the continued cooperation of CNEXO. Therefore, NSF and CNEXO agree to further amend Section I of the Memorandum of Understanding to read as follows:

"I. France will support the International Phase of Ocean Drilling of the Deep Sea Drilling Project with a financial contribution, payable quarterly, of U.S $1,000,000 per annum for the periods November 1, 1975 - October 31, 1976, November 1, 1976 - October 31, 1977, and November 1, 1977 - October 31, 1978; U.S. $941,667 for the period November 1, 1978 - October 31, 1979; U.S. $1,266,669 for the period November 1, 1979 - October 31, 1980; U.S. $1,170,837 for the period November 1, 1980 - October 31, 1981; and U.S. $275,000 for the period November 1, 1981 - October 31, 1982. In addition to these basic contributions, France will pay the travel expenses defined in Article 6 below. France will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation. The financial contributions of all participants in the IPOD will be commingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 30, 1979; at U.S. $19,500,000 per year for the years beginning October 1, 1979 and 1980; and at U.S. $5,000,000 for the final year. At the end of each fiscal year, the U.S. National Science Foundation will send to France a summary of expenses for the past year. In the event that the project is terminated, France will be reimbursed on a pro rata basis and the U.S. National Science Foundation will send a final summary of expenses to France."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and French languages, both texts being equally authentic.

For the Centre National pour
l'Exploitation des Oceans

by
Gerard PIKETTY
Director General

[7 May 1979]
Date

For the U.S. National Science
Foundation

by John B. Slaughter
John B. Slaughter
Assistant Director
Astronomical, Atmospheric,
Earth, and Ocean Sciences

9 April 1979
Date

---

[1] TIAS 8610, 9323; 28 UST 5026; 30 UST 2180.

## AVENANT AU CONTRAT PASSÉ ENTRE LA U.S. NATIONAL SCIENCE FOUNDATION À WASHINGTON, D.C., ET LE CENTRE NATIONAL POUR L'EXPLOITATION DES OCÉANS À PARIS RELATIVEMENT À LA PARTICIPATION DE LA FRANCE À LA PHASE INTERNATIONALE DE FORAGE EN MER (INTERNATIONAL PHASE OF OCEAN DRILLING = IPOD, PROLONGATION DU PROJET DE FORAGE EN HAUTE MER (DEEP SEA DRILLING PROJECT = DSDP).

La durée des opérations de forage durant l'IPOD a ét à nouveau prolongée jusqu'en septembre 1981, soit 24 mois de plus que ce qui avait été arrêté lors de la signature du précédent Avenant au Contrat. L'IPOD doit maintenant prendre fin le 30 septembre 1982. La France, par l'intermédiaire du Centre National pour l'Exploitation de Océans (CNEXO), souhaite poursuivre sa collaboration au projet pendant sa prolongation et la NSF désire que le CNEXO continue à coopérer. En conséquence, la NSF et le CNEXO conviennent de modifier à nouveau l'Article 1 du Contrat comme suit:

> "1. La France participera à la Phase Internationale de Forage en Mer du Projet de Forage en Haute Mer au moyen d'une contribution financière, payable trimestriellement, de U.S. $1.000.000 par an pour les périodes 1er novembre 1975-31 octobre 1976, 1er novembre 1976-31 octobre 1977 et 1er novembre 1977-31 octobre 1978; de U.S. $941.667 pour la période 1er novembre 1978-31 octobre 1979; de U.S. $1.266.669 pour la période 1er novembre 1979-31 octobre 1980; de U.S. $1.170.837 pour la période 1er novembre 1980-31 octobre 1981; et de U.S. $275.000 pour la période 1er novembre 1981-31 octobre 1982. Outre ces contributions de base, la France paiera les frais de déplacement définis à l'Article 6 ci-dessous. Cette contribution de la France se fera en espèces ou en nature, en fonction de décisions prises d'un commun accord, et sera versée à la U.S. National Science Foundation. Les contributions financières de tous les participants à l'IPOD seront groupées pour couvrir le coût total du programme estimé à U.S. $17.000.000 par an jusqu'au 30 septembre 1979; à U.S. $19.500.000 par an pour les année commençant le 1er octobre 1979 et le 1er octobre 1980; et à U.S. $5.000.000 pour la dernière année. A la fin de chaque année budgétaire, la U.S. National Science Foundation enverra à la France un état des dépenses pour l'année écoulée. S'il est mis fin au projet, la France sera remboursée au prorata et la U.S. National Science Foundation lui enverra un état définitif des dépenses."

Cet avenant prendra effet dès qu'il aura été signé par les deux parties. Il a été rédigé en double exemplaire, l'un en langue anglaise, l'autre en langue française, et ces deux textes sont également authentiques.

| | |
|---|---|
| P. LE CENTRE NATIONAL POUR L'EXPLOITATION DES OCÉANS, | P. LA U.S. NATIONAL SCIENCE FOUNDATION, |
| Signé: Gérard Piketty<br>*Directeur Général* | Signé: John B. Slaughter<br>*Directeur Adjoint, Sciences Astronomiques Atmosphériques, Terrestres et Océaniques.* |
| DATE: [7 MAI 1979]. | DATE: 9 AVRIL 1979. |

# AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C. AND THE CENTRE NATIONAL POUR L'EXPLOITATION DES OCEANS IN PARIS ON THE PARTICIPATION OF FRANCE IN THE INTERNATIONAL PHASE OF OCEAN DRILLING (IPOD), AN EXTENSION OF THE DEEP SEA DRILLING PROJECT (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher budgetary authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. France, through the Centre National pour l'Exploitation des Oceans (CNEXO), wishes to continue to cooperate in the project during its extension and NSF desires the continued cooperation of CNEXO. Therefore, NSF and CNEXO agree to further amend Section 1. of the Memorandum of Understanding to read as follows:

> "1. France will support the International Phase of Ocean Drilling of the Deep Sea Drilling Project with a financial contribution, payable quarterly, of U.S. $1,000,000 per annum for the periods November 1, 1975–October 31, 1976, November 1, 1976–October 31, 1977, and November 1, 1977–October 31, 1978; U.S. $941,667 for the period November 1, 1978–October 31, 1979; U.S. $1,266,669 for the period November 1, 1979–October 31, 1980; U.S. $1,170,837 for the period November 1, 1980–October 31, 1981; U.S. $1,750,000 for the period November 1, 1981–October 31, 1982; U.S. $2,000,000 for the period November 1, 1982–October 31, 1983; and U.S. $275,000 for the period November 1, 1983–October 31, 1984. In addition to these basic contributions, France will pay the travel expenses defined in Article 6 below. France will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation. The financial contribution of all participants in the IPOD will be comingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 30, 1979; at U.S. $19,700,000 for the year beginning October 1, 1979, U.S. $20,800,000 for year beginning October 1, 1980, at U.S. $23,800,000 per year for years beginning October 1, 1981 and

1982; and at U.S. $5,000,000 for the final year. At the end of each fiscal year, the U.S. National Science Foundation will send to France a summary of expenses for the past year. In the event that the project is terminated, France will be reimbursed on a pro rata basis, and the U.S. National Science Foundation will send a final summary of expenses to France."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and French languages, both texts being equally authentic.

| | |
|---|---|
| FOR THE CENTRE NATIONAL POUR L'EXPLOITATION DES OCEANS | FOR THE U.S. NATIONAL SCIENCE FOUNDATION |
| by Gerard Piketty<br>*Director General* | by John B. Slaughter<br>*Director* |
| Date: Oct. 27 1981 | Date: Feb. 19 1982 |

Avenant au CONTRAT passé entre

La U.S. National Science Foundation à Washington D.C.,

et

Le Centre National pour l'Exploitation des Océans à Paris,

relativement à la participation de la France à la
Phase Internationale de Forage en Mer (International Phase of
Ocean Drilling : IPOD)

prolongation du Projet de Forage en Haute Mer (Deep Sea Drilling
Project : DSDP)

La National Science Foundation (N S F) et les autres participants internationaux à l'IPOD conviennent tous qu'il serait souhaitable de prolonger les opérations de forage scientifique pour 24 mois de plus que ce qui avait été arrêté lors de la signature en 1979 du précédent Avenant au Contrat. Le budget de la N S F proposé au Congrès des Etats-Unis comporte des crédits pour une année supplémentaire de forage scientifique. La N S F fera de son mieux pour voir inclure par le Congrès dans son prochain budget des crédits pour une deuxième année supplémentaire de programme IPOD. En conséquence, sous réserve de l'approbation des plus hautes autorités budgétaires du Gouvernement des Etats-Unis, sous réserve de la disponibilité de dotations suffisantes par le Congrès des Etats-Unis, sous réserve de contributions suffisantes des participants internationaux, l'IPOD doit maintenant prendre fin le 30 Septembre 1984. La France, par l'intermédiaire du Centre National pour l'Exploitation des Océans (CNEXO), souhaite poursuivre sa collaboration au projet pendant sa prolongation et la N S F désire que le CNEXO continue à coopérer. En conséquence, la N S F et le CNEXO conviennent de modifier à nouveau l'Article 1 du Contrat comme suit :

"1 - La France participera à la Phase Internationale de Forage en Mer du Projet de Forage en Haute Mer au moyen d'une contribution financière payable trimestriellement de U.S. $ 1.000.000 par an pour les périodes 1er Novembre 1975 - 31 Octobre 1976, 1er Novembre 1976 - 31 Octobre 1977 et 1er Novembre 1977 - 31 Octobre 1978 ; de U.S. $ 941.667 pour la période 1er Novembre 1978 - 31 Octobre 1979 ; de U.S. $ 1.266.669 pour la période 1er Novembre 1979 - 31 Octobre 1980 ; de U.S. $ 1.170.837 pour la période 1er Novembre 1980 - 31 Octobre 1981 ; de U.S. $ 1.750.000 pour la période 1er Novembre 1981 - 31 Octobre 1982 ; de U.S. $ 2.000.000 pour la période 1er Novembre 1982 - 31 Octobre 1983 ; et de U.S. $ 275.000 pour la période 1er Novembre 1983 - 31 Octobre 1984. Outre ces contributions de base, la France

> paiera les frais de déplacement définis à l'Article 6 ci-dessous. Cette contribution de la France se fera en espèces ou en nature, en fonction de décisions prises d'un commun accord, et sera versée à la U.S. National Science Foundation. Les contributions financières de tous les participants à l'IPOD seront groupées pour couvrir le coût total du programme, estimé à U.S. $ 17.000.000 par an jusqu'au 30 Septembre 1979 ; à U.S. $ 19.700.000 pour l'année commençant le 1er Octobre 1979, à U.S. $ 20.800.000 pour l'année commençant le 1er Octobre 1980 ; à U.S. $ 23.800.000 par an pour les années commençant le 1er Octobre 1981 et le 1er Octobre 1982 ; et à U.S. $ 5.000.000 pour la dernière année. A la fin de chaque année budgétaire la U.S. National Science Foundation enverrà à la France un état des dépenses pour l'année écoulée. S'il est mis fin au projet, la France sera remboursée au prorata, et la U.S. National Science Foundation lui enverra un état définitif des dépenses."

Cet Avenant prendra effet dès qu'il aura été signé par les deux parties. Il a été rédigé en double exemplaire, l'un en langue anglaise, l'autre en langue française, et ces deux textes sont également authentiques.

Pour le Centre National pour
l'Exploitation des Océans

Le Président Directeur Général

Signé ........................

Gérard PIKETTY
Directeur Général

OCT 27 1981
Date ........................

Pour la U.S. National Science
Foundation

Signé John B. Slaughter........................

John B. SLAUGHTER
Directeur

FEB 19 1982
Date ........................

# MULTILATERAL

## North Atlantic Treaty: Accession of Spain

*Protocol done at Brussels December 10, 1981;*
*Transmitted by the President of the United States of America to the Senate January 26, 1982 (Treaty Doc. No. 97–22, 97th Cong., 2d Sess.);*
*Reported favorably by the Senate Committee on Foreign Relations March 9, 1982 (S. Ex. Rept. No. 97–51, 97th Cong., 2d Sess.);*
*Advice and consent to ratification by the Senate March 16, 1982;*
*Ratified by the President April 1, 1982;*
*Ratification of the United States of America deposited April 1, 1982;*
*Proclaimed by the President April 18, 1983;*
*Entered into force May 29, 1982.*

### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

CONSIDERING THAT:

The Protocol to the North Atlantic Treaty on the Accession of Spain, signed on behalf of the United States at Brussels on December 10, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of March 16, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America on April 1, 1982, ratified the Protocol in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification on April 1, 1982;

Pursuant to the provisions of the Protocol, the Protocol entered into force for the United States of America on May 29, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol to the end that it be observed and fulfilled with good faith on and after May 29, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of April in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
KENNETH W. DAM
*Acting Secretary of State*

# PROTOCOL TO THE NORTH ATLANTIC TREATY ON THE ACCESSION OF SPAIN

# PROTOCOLE AU TRAITE DE L'ATLANTIQUE NORD SUR L'ACCESSION DE L'ESPAGNE

## PROTOCOL TO THE NORTH ATLANTIC TREATY ON THE ACCESSION OF SPAIN

The Parties to the North Atlantic Treaty, signed at Washington on April 4, 1949,[1]

Being satisfied that the security of the North Atlantic area will be enhanced by the accession of the Kingdom of Spain to that Treaty,

Agree as follows :

### ARTICLE I.

Upon the entry into force of this Protocol, the Secretary General of the North Atlantic Treaty Organization shall, on behalf of all the Parties, communicate to the Government of the Kingdom of Spain an invitation to accede to the North Atlantic Treaty. In accordance with article 10 of the Treaty, the Kingdom of Spain shall become a Party on the date when it deposits its instrument of accession with the Government of the United States of America.[2]

### ARTICLE II.

The present Protocol shall enter into force when each of the Parties to the North Atlantic Treaty has notified the Government of the United States of America of its acceptance thereof.[3] The Government of the United States of America shall inform all the Parties to the North Atlantic Treaty of the date of receipt of each such notification and of the date of the entry into force of the present Protocol.

### ARTICLE III.

The present Protocol, of which the English and French texts are equally authentic, shall be deposited in the Archives of the Government of the United States of America. Duly certified copies thereof shall be transmitted by that Government to the Governments of all the Parties to the North Atlantic Treaty.

---

[1] TIAS 1964, 2390, 3428; 63 Stat. 2241; 3 UST 43; 6 UST 5707.

[2] May 30, 1982.

[3] The Government of the United States of America received notifications of acceptance on Jan. 8, 1982 from Canada; on Feb. 25, 1982 from Norway; on Feb. 26, 1982 from Iceland; on Mar. 1, 1982 from the United Kingdom of Great Britain and Northern Ireland; on Mar. 18, 1982 from Belgium; on Apr. 1, 1982 from the United States of America; on Apr. 6, 1982 from the Grand Duchy of Luxembourg; on Apr. 8, 1982 from the Federal Republic of Germany; on Apr. 20, 1982 from Denmark; on May 13, 1982 from France, from the Netherlands, and from Turkey; on May 18, 1982 from Italy; on May 28, 1982 from Portugal; and on May 29, 1982 from Greece (with declaration).

## PROTOCOLE AU TRAITE DE L'ATLANTIQUE NORD SUR L'ACCESSION DE L'ESPAGNE

Les Parties au Traité de l'Atlantique Nord, signé le 4 avril 1949 à Washington,

Assurées que l'accession du Royaume de l'Espagne au Traité de l'Atlantique Nord permettra d'augmenter la sécurité de la région de l'Atlantique Nord,

Conviennent ce qui suit :

### ARTICLE I.

Dès l'entrée en vigueur de ce Protocole, le Secrétaire Général de l'Organisation du Traité de l'Atlantique Nord enverra, au nom de toutes les Parties, au Gouvernement du Royaume de l'Espagne une invitation à adhérer au Traité de l'Atlantique Nord. Conformément à l'Article 10 du Traité, le Royaume de l'Espagne deviendra Partie à ce Traité à la date du dépôt de son instrument d'accession auprès du Gouvernement des Etats-Unis d'Amérique.

### ARTICLE II.

Le présent Protocole entrera en vigueur lorsque toutes les Parties au Traité de l'Atlantique Nord auront notifié leur approbation au Gouvernement des Etats-Unis d'Amérique. Le Gouvernement des Etats-Unis d'Amérique informera toutes les Parties au Traité de l'Atlantique Nord de la date de réception de chacune de ces notifications et de la date d'entrée en vigueur du présent Protocole.

### ARTICLE III.

Le présent Protocole, dont les textes en français et anglais font également foi, sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique. Des copies certifiées conformes seront transmises par celui-ci aux Gouvernements de toutes les autres Parties au Traité de l'Atlantique Nord.

In witness whereof, the undersigned plenipotentiaries have signed the present Protocol.

Opened for signature at Brussels the 10th day of December 1981.

En foi de quoi, les plénipotentiaires désignés ci-dessous ont signé le présent Protocole.

Ouvert à la signature à Bruxelles le 10 décembre 1981.

**For the Kingdom of Belgium :**
**Pour le Royaume de Belgique :**

**For Canada :**
**Pour le Canada :**

**For the Kingdom of Denmark :**
**Pour le Royaume de Danemark :**

**For France :**
**Pour la France :**

C. Cheysson

**For the Federal Republic of Germany :**
**Pour la République fédérale d'Allemagne :**

**For Greece :**
**Pour la Grèce :**

Yannis Haralambopoulos

**For Iceland :**
**Pour l'Islande :**

**For Italy :**
**Pour l'Italie :**

For the Grand Duchy of Luxembourg :
Pour le Grand Duché de Luxembourg :

For the Kingdom of the Netherlands :
Pour le Royaume des Pays-Bas :

For the Kingdom of Norway :
Pour le Royaume de Norvège :

For Portugal :
Pour le Portugal :

André Gonçalves Pereira

For the Republic of Turkey :
Pour la République de la Turquie :

For the United Kingdom of Great Britain and Northern Ireland :
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

For the United States of America :
Pour les Etats-Unis d'Amérique :

# CANADA

## Aviation: Flight Inspection Services

*Agreement amending the memorandum of agreement of March 10 and April 1, 1978.*
*Signed at Washington and Koblenz February 4 and 24, 1982;*
*Entered into force February 24, 1982.*

AMENDMENT 1
TO
MEMORANDUM OF AGREEMENT WO-I-173[1]

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

CANADIAN DEPARTMENT OF SUPPLY AND SERVICES

I. GENERAL

Under the provisions set forth by Article IV, Memorandum of Agreement, WO-I-173, is hereby amended as follows.

II. CHANGES

1. ARTICLE II - Estimated Costs and Method of Payment - Paragraph E, second line, delete "Charges are payable by U.S. dollar check or draft drawn to U.S. Federal Aviation Administration, and should be forwarded in accordance with billing instructions."

2. Add new Paragraph F as follows:

F. Payment of bills are due within not more than 60 days from the date of billing. Payments are to be rendered by check payable in U.S. dollars and forwarded to the FAA at the following address:

Federal Aviation Administration
Mike Monroney Aeronautical Center
Attention: Accounting Division, AAC-23B
P.O. Box 25082
Oklahoma City, Oklahoma 73125

---

[1] TIAS 9198; 30 UST 278.

In the event that payment is not rendered within 60 days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

## III. EFFECTIVE DATE

The terms and conditions of this amendment shall become effective on the date of the latest signature affixed hereto.

## IV. APPROVALS

All other provisions of the Agreement remain in effect. The FAA and the Canadian Department of Supply and Services agree to the amendment as indicated by the signature of their duly authorized officers.

| | |
|---|---|
| CANADIAN DEPARTMENT OF SUPPLY AND SERVICES | FEDERAL AVIATION ADMINISTRATION<br>DEPARTMENT OF TRANSPORTATION<br>UNITED STATES OF AMERICA |
| BY: [1] | BY: J. Stuart Jamison [2] |
| TITLE: Supply Manager | TITLE: Chief, Technical Assistance Division |
| DATE: 24 Feb. 1982 | DATE: Feb 4, 1982 |

---

[1] Gaston Doms.

[2] J. Stuart Jamison.

# SPAIN

## Defense: Satellite Ground Terminal

*Memorandum of understanding signed at Rota November 3, 1982;*
*Entered into force November 3, 1982.*

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CONTRALMIRANTE, JEFE DE LA BASE NAVAL DE ROTA
# AND
# COMMANDER, U.S. NAVAL ACTIVITIES, SPAIN
# PERTAINING TO
# INSTALLATION OF SATELLITE GROUND TERMINAL AT ROTA, SPAIN

## BACKGROUND

1. This Memorandum of Understanding (MOU) is in furtherance of cooperation between navies in communications arrangements under the Treaty of Friendship and Cooperation between Spain and the United States of America of January 24, 1976,[1] including extensions of said treaty[2] or a subsequent agreement that may be negotiated, and the agreement in implementation of that treaty.[3]

2. In order to provide a redundant communications path upon loss of land-line connectivity, installation of a satellite communications ground terminal is necessary. It is authorized that the U.S. Navy install, maintain, and operate a Defense Communications System satellite ground terminal at Naval Communication Station, Rota, Spain.

## PURPOSE

3. The purpose of this MOU, which is separate from any other agreement(s) previously negotiated, is to document the conditions under which the satellite terminal will be connected to existing communications systems to improve communications connectivity. Introduction of this terminal will in no way alter Naval Communication Station, Rota, Spain's operational mission. Since the terminal's purpose is to provide a dual communication path in order to improve circuit reliability, the U.S. Navy agrees not to reduce any CTNE leased lines, currently satisfying NavCommSta Spain's telecommunications requirements, because of the AN/TSC-54 installation.

4. The AN/TSC-54 satellite communications ground terminal (hereinafter referred to as the Satcom terminal) is a mobile, transportable terminal and subject to U.S. relocation upon termination of this Memorandum of Understanding or when directed by cognizant U.S. authorities. If said relocation is within the Rota Naval Base, prior authorization from the Spanish Navy will be required. Permanent operational and support installations constructed to support the Satcom terminal will revert to Spanish custody upon termination of the MOU.

---

[1] TIAS 8360; 27 UST 3005.

[2] Exchange of notes Sept. 4, 1981. TIAS 10401; *ante*, 1145.

[3] Signed Jan. 31, 1976. TIAS 8361; 27 UST 3095.

The following permanent installations will be constructed to provide an AN/TSC-54 support site for communications via satellite:

A. Hardstand area with van tie-down pads

B. Foundation to support antenna

C. Masonry building of approximately 280 square feet

D. Security fencing and illumination

E. Covered walkway between vans

5. Activation of a Satcom terminal at Rota will provide a redundant communications path to improve communications support partially solving the out of country single thread connectivity problems.

6. The U.S. Navy shall be responsible for

A. Construction of operational and support installations required to support the Satcom terminal installation.

B. Installation, operation and maintenance of the Satcom terminal complex.

C. Restricting frequency use to those frequencies authorized by the Spanish JCS and coordinated via separate channels.

D. Advising the Spanish Navy prior to removal or substitution of the Satcom terminal.

E. Continuing to provide communications support to U.S. forces via the satellite communications path upon loss of land-line connectivity.

7. The Spanish Navy shall be responsible for assistance in obtaining approval of MOU, required construction requests and Satcom terminal frequency clearance.

8. The Spanish Navy and the United States Navy shall be jointly responsible for:

A. A four number, class "C" telephone line to the U.S. Navy switchboard and a teletype circuit will be installed in CECOM, Rota for coordination and delivery of message traffic with the U.S. Naval Communication Station's communication center. Telephone and line costs are the responsibility of the Spanish Navy. The U.S. Navy will assist the Spanish Navy in implementing the teletype circuit in the CECOM, Rota. Each navy is responsible for providing, maintaining, and operating the teletype equipment located in their respective communication centers. The U.S. Navy will provide and maintain any crypto equipment that may be installed.

B. Message communications support for the other country's naval units that are being hosted or operating jointly at a Naval Base in their country.

## EFFECTIVE DATE AND MODIFICATION

9. This Memorandum of Understanding will remain in force with the Treaty of Friendship and Cooperation of January 24, 1976, including extensions of said treaty or a subsequent agreement that may be negotiated. This MOU may be terminated without cause, by either party, upon expiration of thirty days written notice. In view of the mobile nature of the terminal, the terminal may be withdrawn by the United States to support contingency operations, an action which will not terminate this MOU unless followed by written notification of termination. Upon termination of this Memorandum, all Satcom terminal equipment and associated materials will be removed by the United States.

10. This Memorandum or portions thereof may be modified only in writing as approved by both the Contralmirante, Jefe de la Base Naval de Rota and Commander, U. S. Naval Activities, Spain. When approved, such changes shall have the same force for both parties as the original document. A copy of any changes will be appended to this Memorandum of Understanding. This document will be executed in both English and Spanish language texts, each being equally authentic. In witness whereof the undersigned, being duly authorized by their respective authorities, have signed this MOU.

Done at Rota, Spain. This 3rd day of November 1982.

For the Spanish Navy

Eduardo Saenz De Buruaga Y Requejo
Contralmirante, Jefe de la Base
Naval de Rota

For the U. S. Navy

Aubrey W. Carson

Aubrey W. Carson
Commander, U. S. Naval
Activities, Spain

# MEMORANDUM DE ENTENDIMIENTO ENTRE EL CONTRALMIRANTE JEFE DE LA BASE NAVAL DE ROTA Y EL COMANDANTE DE LAS ACTIVIDADES NAVALES DE LOS EE.UU EN ESPAÑA SOBRE LA INSTALACION EN TIERRA DE UN TERMINAL DE SATELITE EN ROTA, ESPAÑA.

## Antecedentes

1. Este Memorandum de Entendimiento (MOU) tiene por objeto desarrollar una mayor colaboración entre ambas Marinas, en acuerdos de comunicaciones, bajo el Tratado de Amistad y Cooperación entre España y los Estados Unidos de América del 24 de Enero de 1.976, incluyendo prórrogas de dicho tratado o un convenio posterior que pudiera ser negociado, y el acuerdo de desarrollo de dicho tratado.

2. Con el fin de proporcionar una via adicional de comunicaciones para el caso de pérdida de enlace a través de líneas terrestres, se necesita instalar en tierra un terminal de comunicaciones vía satélite. Se autoriza a la Marina de los EE.UU para que instale, mantenga y opere un terminal en tierra del Sistema de Comunicaciones de Defensa por satélite en la Estación Naval de Comunicaciones Navales de Rota, España.

## Finalidad

3. La finalidad de este MOU, que es independiente de cualquier otro acuerdo negociado con anterioridad, es documentar las condiciones bajo las cuales el terminal de satélite será conectado a los sistemas de comunicaciones existentes para mejorar los enlaces de comunicaciones. La introducción de este terminal no alterará de ningún modo la misión operativa de la Estación Naval de Comunicaciones de Rota, España. Dado que el objeto del terminal es proporcionar una doble vía de comunicación con el fin de mejorar la fiabilidad del circuito, la Marina de los Estados Unidos está de acuerdo en no reducir ninguna de las líneas alquiládas a la CTNE que actualmente satisfacen las necesidades de telecomunicaciones de la Estación Naval de Comunicaciones, de España, por el hecho de la instalación del AN/TSC-54.

4. El terminal de comunicaciones vía satélite AN/TSC-54 (en adelante denominado terminal SATCOM), es un terminal móvil/transportable y sujeto a cambio de emplazamiento por los EE.UU, bien al finalizar la vigencia del presente Memorandum de Entendimiento o cuando así lo decidan las autoridades competentes de los Estados Unidos. Si dicho cambio de emplazamiento es dentro de la Base Naval de Rota, se requerirá autorización previa de la Armada Española. Las instalaciones de apoyo permanentes construidas para apoyo del terminal SATCOM revertirán a custodia española al finalizar la vigencia de este MOU. Las siguientes instalaciones perman-

entes se construirán con objeto de proporcionar lugar de apoyo al AN/TSC-54 para las comunicaciones por vía satélite:

A. Basada firme con soportes para fijación de furgones.

B. Basada para soporte de antena.

C. Edificio de mampostería, de 280 pies cuadrados aproximadamente.

D. Valla de seguridad e iluminación.

E. Pasillo cubierto entre furgones.

5. La activación de un terminal SATCOM en Rota facilitará una doble vía de comunicación para mejorar el apoyo en comunicaciones, resolviendo en parte los problemas de conexión con el exterior del país por medio de un hilo único.

### Responsabilidades

6. La Marina de EE.UU. será responsable de:

A. La construcción de las instalaciones de apoyo necesarias para apoyo de la instalación del terminal SATCOM.

B. La instalación, operación y mantenimiento del complejo del terminal SATCOM.

C. Limitar el uso de frecuencias a aquellas frecuencias autorizadas por la Junta de Jefes de Estado Mayor de España y coordinadas a través de canales independientes.

D. Notificar con antelación a la Armada Española la retirada o sustitución del terminal SATCOM.

E. Continuar facilitando apoyo de comunicaciones a las Fuerzas de los EE.UU, a través del enlace de comunicaciones vía satélite, al perderse el enlace por líneas terrestres.

7. La Armada Española será responsable de la asistencia para conseguir la aprobación del MOU, los permisos de obras necesarios y la autorización de frecuencias para el terminal SATCOM.

8. La Armada Española y la Marina de los EE.UU serán conjuntamente responsables de:

A. La instalación de una línea telefónica de cuatro cifras, tipo "C", en la Central Telefónica de la Marina de los EE.UU. y de un circuito de teletipo en el CECOM de Rota, para coordinación y entrega de tráfico de mensajes con el Centro de Comunicaciones de la Estación Naval de Comunicaciones de los EE.UU. Los costes del teléfono y línea serán responsabilidad de la Armada Española. La Marina de los EE.UU. prestará asistencia a la Armada Española en la puesta en funcionamiento del circuito de teletipo en el CECOM de Rota. Cada Marina será responsable de proveer, mantener y operar el equipo de teletipo situado en su respectivo centro de comunicaciones. La Marina de los EE.UU. facilitará y mantendrá cualquier equipo criptográfico que pueda ser instalado.

B. Apoyo en comunicaciones por mensaje, a las Unidades Navales del otro país, cuando éstas se encuentren de visita u operando conjuntamente en una Base Naval del país propio.

### Entrada en Vigor y Modificaciones

9. Este Memorandum de Entendimiento tendrá la misma vigencia que el tratado de Amistad y Cooperación del 24 de Enero de 1.976, incluyendo prórrogas a dicho tratado o un posterior convenio que pudiera negociarse. Este MOU puede darse por terminado, por cualquiera de las dos partes, sin causa que lo justifique, previo aviso por escrito a la otra parte, con treinta días de antelación. Dada la naturaleza móvil del terminal, éste podrá ser retirado por los Estados Unidos para apoyar operaciones imprevistas, acción que no llevará consigo la terminación de este MOU, a menos que sea seguida de una notificación de terminación, por escrito. Al finalizar la vigencia de este Memorandum, todo el equipo del terminal SATCOM y materiales relacionados con el mismo, serán retirados por los Estados Unidos.

10. Este memorandum, o parte del mismo, sólo puede ser modificado por escrito, con la aprobación del Contralmirante Jefe de la Base Naval de Rota y del Jefe de las Actividades Navales de los EE.UU. en España. Una vez aprobados, dichos cambios obligarán a ambas partes en la misma medida que el documento original. Una copia de todos los cambios deberá quedar unida a este Memorandum de Entendimiento. Este documento se firmará y será efectivo en sus dos versiones de lengua inglesa y española, teniendo las dos la misma legitimidad. En fé de lo cual, los abajo firmantes, cebidamente autorizados por sus respectivas autoridades, han rubricado el presente MOU.

DADO en la Base Naval de Rota, el día 3 de Nov. 1982.

| Por la Marina Española, | Por la Marina de los EE.UU. |
|---|---|
| EDUARDO S. DE BURUAGA<br>Eduardo Saenz de Buruaga<br>y Requejo.<br>*Contralmirante, Jefe de la Base Naval de Rota.* | AUBREY W. CARSON<br>Aubrey W. Carson.<br>*Comandante de las Actividades Navales de los EE.UU en España.* |

# INDEX

Page

- Accession of Spain to North Atlantic Treaty 3508
- Agricultural commodities:
  - Dominican Republic 2477
  - Ghana 2501
  - Jamaica 2483
  - Kenya 3297
  - Sierra Leone 2721
  - Tanzania 2915
  - Tunisia 2861
- Agriculture:
  - Mediterranean fruit fly—
    - Guatemala 2749
    - Mexico 2735
  - Safaga grain silos complex, with Egypt 2562
  - Science and technology—
    - France 2598
    - Philippines 2506
- Ancon district court property transfer, Panama 3141
- Argentina, postal, INTELPOST field trial 2825
- Articles and services, defense assistance:
  - Jordan 2537
  - Philippines 2547
  - Portugal 2544
  - Sudan 2530
  - Turkey 2541
- Assignment of TV channels along US-Mexican border, with Mexico 2973
- Assistance and training, defense, Korea, Republic of 3406-1
- Atomic energy:
  - Loss of fluid test and power burst facility programs, with Austria 2615, 2619
  - Management of radioactive wastes, with EURATOM 2751
  - Nuclear safety research and development, with United Kingdom 2701
  - Peaceful uses of nuclear energy, with Turkey 3406-6
  - Technical exchange in regulatory matters, with Japan 3003
  - Technical information exchange and cooperation in regulatory and safety research matters—
    - Brazil 2673

Page

    - The Netherlands 2517
- Austria, atomic energy, loss of fluid test and power burst facility programs 2615, 2619
- Aviation:
  - Flight inspection services—
    - Canada 3515
    - The Netherlands 3153
  - Technical assistance, with Spain 3157
  - Transport services, with Venezuela 2476-1
- Belize, parcel post 2623

- Brazil:
  - Atomic energy, technical information exchange and cooperation in regulatory and safety research matters 2673
  - Narcotic drugs, control of illicit traffic 2705

- Canada, aviation, flight inspection services 3515
- Cemetery, custodian's house, Panama 2737
- Coal hydrogenation technology, energy, Germany, Federal Republic of 2783
- Colombia, trade in textiles and textile products 3025, 3091
- Conservation applications to building complexes, Germany, Federal Republic of 2767
- Conservation. *See* Energy.
- Consolidation and rescheduling of certain debts, with Liberia 2883

- Deep sea drilling project, oceanography:
  - France 3500
  - Germany, Federal Republic of 3203
  - United Kingdom 3212
- Defense:
  - Jamaica, International Military Education and Training 2998
  - Korea, Republic of, assistance and training 3406-1
  - Liberia, military missions 2912
  - New Zealand, logistic support 3084
  - Spain, satellite ground terminal 3518
  - United Kingdom, Trident weapon system 3197

Page

Defense assistance, articles and services:
  Jordan ........ 2537
  Philippines ........ 2547
  Portugal ........ 2544
  Sudan ........ 2530
  Turkey ........ 2541
Dominican Republic, agricultural commodities ........ 2477

Economics:
  Agricultural commodities—
    Dominican Republic ........ 2477
    Ghana ........ 2501
    Jamaica ........ 2483
    Kenya ........ 3297
    Sierra Leone ........ 2721
    Tanzania ........ 2915
    Tunisia ........ 2861
  Economic assistance—
    Economic recovery program, Honduras ........ 2551
    Production credit, Egypt ........ 2579
    Safaga grain silos complex, Egypt 2562
    Finance, consolidation and rescheduling of certain debts, Liberia ........ 2883
  Fisheries off the US coasts—
    Poland ........ 2951
    Soviet Union ........ 2942, 2947
  Oceanography, deep sea drilling project—
    France ........ 3500
    Germany, Federal Republic of ... 3203
    United Kingdom ........ 3212
  Property transfer, Panama ........ 3141
  Reciprocal fisheries, United Kingdom ........ 3147
  Seabeds, polymetallic nodules, multilateral ........ 3451
  Shipping, jurisdiction over vessels in US deepwater ports, Saudi Arabia ........ 3218
  Social security, Panama ........ 2467
  Tourism, Philippines ........ 2510
  Trade in textiles and textile products, Colombia ........ 3025, 3091
Education:
  International Military Education and Training, with Jamaica ........ 2998
  Korea, Republic of, defense assistance and training ........ 3406-1
Egypt:
  Economic assistance—
    Production credit ........ 2579
    Safaga grain silos complex ........ 2562

Page

  Peacekeeping, multinational force and observers—US role, with Israel ........ 3341
Energy:
  Coal hydrogenation technology, with Germany, Federal Republic of ........ 2783
  Conservation—
    Applications to building complexes, with Germany, Federal Republic of ........ 2767
    Buildings and community systems, multilateral ........ 3223
    Pulp and paper industry, multilateral ........ 2787
    Technical cooperation, solar energy, with Saudi Arabia.... 2764
  Peaceful uses of nuclear energy, atomic energy, with Turkey .... 3406-6
England. *See* United Kingdom.
Express mail service:
  Israel ........ 3169
  Spain ........ 3303
EURATOM, atomic energy, mangement of radioactive wastes ........ 2751

Federal Republic of Germany. *See* Germany, Federal Republic of.
Finance:
  Consolidation and rescheduling of certain debts, Liberia ........ 2883
  Economic assistance—
    Economic recovery program, Honduras ........ 2551
    Production credit, Egypt ........ 2579
    Safaga grain silos complex, Egypt ........ 2562
Fisheries off the United States coasts:
  Poland ........ 2951
  Soviet Union ........ 2942, 2947
Flight inspection services, aviation:
  Canada ........ 3515
  The Netherlands ........ 3153
France:
  Agriculture, science and technology ........ 2598
  Narcotic drugs, coordination of action against illicit traffic ....... 3020
  Oceanography, deep sea drilling project ........ 3500
Frequency modulating broadcasting, Mexico ........ 2954

Germany, Federal Republic of:
  Energy—
    Coal hydrogenation technology .. 2783

Page

  - Conservation applications to building complexes 2767
  - Oceanography, deep sea drilling project 3203
- Ghana, agricultural commodities 2501
- Great Britain. *See* United Kingdom.
- Guatemala, agriculture, Mediterranean fruit fly 2749

- Health, scientific cooperation on alcohol-related problems, with Mexico 2460
- Honduras, economic assistance, economic recovery program 2551

- INTELPOST field trial, postal, Argentina 2825
- International Military Education and Training, with Jamaica 2998
- Intervention on the high seas in cases of pollution by substances other than oil, multilateral 3407
- Israel:
  - Peacekeeping, multinational force and observers—
    - Privileges and immunities 3397
    - US role, with Egypt 3341
  - Postal, express mail service 3169

- Jamaica:
  - Agricultural commodities 2483
  - Defense, International Military Education and Training 2998
- Japan, atomic energy, technical exchange in regulatory matters 3003
- Jordan, defense assistance, articles and services 2537
- Jurisdiction over vessels in US deep water ports, with Saudi Arabia 3218

- Kenya, agricultural commodities 3297
- Korea, Republic of:
  - Defense, assistance and training 3406-1
  - Science and technology 3035

- Lebanon, peacekeeping, multinational force 2608
- Liberia:
  - Finance, consolidation and rescheduling of certain debts 2883
  - Military missions 2912
- Logistic support, defense, with New Zealand 3084
- Loss of fluid test and power burst facility programs, with Austria 2615, 2619

Page

- Management of radioactive wastes, EURATOM 2751
- Maritime matters:
  - Fisheries off the US coasts—
    - Poland 2951
    - Soviet Union 2942, 2947
  - Marine pollution, intervention on the high seas in cases of pollution by substances other than oil, multilateral 3407
  - Oceanography, deep sea drilling project—
    - France 3500
    - Germany, Federal Republic of 3203
    - United Kingdom 3212
  - Reciprocal fisheries, United Kingdom 3147
  - Seabeds, polymetallic nodules, multilateral 3451
  - Shipping, jurisdiction over vessels in US deepwater ports, Saudi Arabia 3218
  - Tonnage measurement of ships, 1969, multilateral 2363
- Mediterranean fruit fly:
  - Guatemala 2749
  - Mexico 2735
- Mexico:
  - Agriculture, Mediterranean fruit fly 2735
  - Health, scientific cooperation on alcohol-related problems 2460
  - Narcotic drugs, additional cooperative arrangements to curb illegal traffic 2743
  - Telecommunications—
    - Assignment of TV channels along US-Mexican border 2973
    - Frequency modulating broadcasting 2954
- Multilateral:
  - Atomic energy, management of radioactive wastes, with EURATOM 2751
  - Energy, research and development on conservation in buildings and community systems 3223
  - Long-range transboundary air pollution 3043
  - Marine pollution, intervention on the high seas in cases of pollution by substances other than oil 3407
  - Maritime matters, tonnage measurement of ships, 1969 2363
  - North Atlantic Treaty, accession of Spain 3508

Page

- Peacekeeping, multinational forces and observers—US role and participation ........ 3341, 3349
- Seabeds, polymetallic nodules ....... 3451

Multinational force and observers, peacekeeping:
- Egypt and Israel, US role ............ 3341
- Israel ............ 3397
- Lebanon ............ 2608
- Multilateral, US participation........ 3349

Narcotic drugs, control of illicit traffic:
- Brazil ............ 2705
- France ............ 3020
- Mexico ............ 2743

Netherlands The:
- Atomic energy, technical information exchange and cooperation in regulatory and safety research matters ............ 2517
- Aviation, flight inspection services 3153

New Zealand, logistic support.......... 3084

North Atlantic Treaty, accession of Spain, multilateral ............ 3508

Nuclear safety:
- Austria, loss of fluid test and power burst facility programs........ 2615, 2619
- Brazil, information exchange and cooperation in regulatory and safety matters ............ 2673
- EURATOM, management of radioactive wastes ............ 2751
- Peaceful uses of nuclear energy, atomic energy, with Turkey .... 3406-6
- The Netherlands, information exchange and cooperation in regulatory and safety matters ............ 2517
- United Kingdom, research and development ............ 2701

Oceanography, deep sea drilling project:
- France ............ 3500
- Germany, Federal Republic of ...... 3203
- United Kingdom ............ 3212

Panama:
- Cemetery, custodian's house ......... 2737
- Property transfer, Ancon district court ............ 3141
- Social security ............ 2467

Parcel post, Belize ............ 2623

Peaceful uses of nuclear energy, atomic energy, with Turkey .... 3406-6

Peacekeeping, multinational force:
- Egypt and Israel, US role and participation ............ 3341, 3349
- Israel, privileges and immunities .. 3397
- Lebanon ............ 2608

Page

Philippines:
- Agriculture, science and technology 2506
- Defense assistance, articles and services ............ 2547
- Tourism ............ 2510

Poland, fisheries off the US coasts .. 2951

Pollution:
- Intervention on the high seas in cases of substances other than oil, multilateral ............ 3407
- Long-range transboundary air pollution, multilateral ............ 3043

Polymetallic nodules, seabeds, multilateral ............ 3451

Portugal, defense assistance, articles and services ............ 2544

Production credit, economic assistance, with Egypt ............ 2579

Postal:
- Argentina, INTELPOST field trial 2825
- Belize, parcel post ............ 2623
- Israel, express mail service ........... 3169
- Spain, express mail service ........... 3303

Property transfer, Ancon district court, Panama ............ 3141

Reciprocal fisheries, United Kingdom ............ 3147

Research and development:
- Atomic energy, information exchange in regulatory and safety matters—
  - Brazil ............ 2673
  - The Netherlands ............ 2517
- Energy conservation—
  - Building and community systems, multilateral ............ 3223
  - Pulp and paper industry, multilateral ............ 2787
- Nuclear safety, United Kingdom... 2701
- Research and development in buildings and community systems, multilateral ............ 3223
- Research, development and demonstration on conservation in the pulp and paper industry, multilateral ............ 2787

Safaga grain silos complex, economic assistance, with Egypt ............ 2562

Satellite ground terminal, defense, Spain ............ 3518

Saudi Arabia:
- Shipping, jurisdiction over vessels in US deepwater ports ............ 3218
- Technical cooperation, solar energy 2764

Science and technology:
- France, agriculture ............ 2598

Page

- Korea, Republic of 3035
- Philippines, agriculture 2506

Scientific cooperation:
- Austria, loss of fluid test and power burst facility programs 2516, 2519
- France, agriculture 2598
- Germany, Federal Republic of:
  - Coal hydrogenation technology 2783
  - Conservation applications to building complexes 2767
- Korea, Republic of 3035
- Mexico, alcohol-related problems 2460
- Multilateral—
  - Conservation in buildings and community systems 3223
  - Conservation in pulp and paper industry 2787
  - Long-range transboundary air pollution 3043
- Philippines, agriculture 2506
- United Kingdom, nuclear safety 2701

Scientific cooperation on alcohol-related problems, with Mexico 2460

Seabeds, polymetallic nodules, multilateral 3451

Shipping, jurisdiction over vessels in US deepwater ports, Saudi Arabia 3218

Sierra Leone, agricultural commodities 2721

Social security, Panama 2467

Solar energy, technical cooperation, Saudi Arabia 2764

Soviet Union, fisheries off the US coasts 2942, 2949

Spain:
- Aviation, technical assistance 3157
- Defense, satellite ground terminal 3518
- North Atlantic Treaty, accession 3508
- Postal, express mail service 3303

Sudan, defense assistance, articles and services 2530

Tanzania, agricultural commodities 2915

Technical assistance, aviation, Spain 3157

Technical cooperation:
- Agriculture—
  - France 2598
  - Philippines 2506
- Aviation, Spain 3157
- Energy—
  - Coal hydrogenation, Germany, Federal Republic of 2783
  - Conservation applications to building complexes, Germany, Federal Republic of 2767
  - Conservation in buildings and community systems, multilateral 3223

Page

  - Conservation in pulp and paper industry, multilateral 2787
- Information exchange in atomic energy regulatory and safety matters—
  - Brazil 2673
  - The Netherlands 2517
- Mediterranean fruit fly—
  - Guatemala 2749
  - Mexico 2735
- Nuclear safety, United Kingdom 2701
- Polymetallic nodules, seabeds, multilateral 3451
- Regulatory matters in atomic energy, Japan 3003
- Science and technology, Korea, Republic of 3035
- Solar energy, Saudi Arabia 2764

Technical information exchange and cooperation in regulatory and safety research matters, atomic energy:
- Brazil 2673
- Japan 3003
- The Netherlands 2517

Telecommunications, Mexico:
- Assignment of TV channels along US-Mexican border 2973
- Frequency modulating broadcasting 2954

Tonnage measurement of ships, 1969, multilateral 2363

Tourism, Philippines 2510

Trade in textiles and textile products, Colombia 3025, 3091

Transport services, aviation, Venezuela 2476-1

Trident weapon system, United Kingdom 3197

Tunisia, agricultural commodities 2861

Turkey:
- Atomic energy, peaceful uses of nuclear energy 3406-6
- Defense assistance, articles and services 2541

Union of Soviet Socialist Republics. *See* Soviet Union.

United Kingdom:
- Atomic energy, nuclear safety research and development 2701
- Defense, Trident weapon system 3197
- Oceanography, deep sea drilling project 3212
- Reciprocal fisheries 3147

Venezuela, aviation, transport services 2476-1

West Germany. *See* Germany, Federal Republic of.